

**NOTICE - SWEETWATER COUNTY
BOARD OF COUNTY COMMISSIONERS
WILL MEET IN REGULAR SESSION
Tuesday, April 2, 2013 at 8:30 a.m.
Commissioners Meeting Room
Tentative and Subject to Change**

PLEASE ARRIVE 15 MINUTES EARLIER THAN YOUR SCHEDULED TIME

PRELIMINARY

8:30 CALL TO ORDER
QUORUM PRESENT
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
APPROVAL OF MINUTES: 3-19-13

ACCEPTANCE OF BILLS

Approval of County Vouchers/Warrants
Approval of Bonds
Approval of Abates/Rebates

PUBLIC HEARING

Budget Amendment- SWCO Events Complex

COMMISSIONER COMMENTS/REPORTS

8:40

COUNTY RESIDENT CONCERNS

9:30

ACTION/PRESENTATION ITEMS

9:40 Approval of ES&S Hardware Maintenance
& Software Maintenance & Support
Services Contract

9:45 Approval to Purchase Computers with
Homeland Security Grants

10:00 QEP Overview

10:40 Sexual Assault Awareness Month Proclamation

10:50 Month of the Military Child Proclamation

- 11:05** Young at Heart Centers 40th Anniversary
Invitation and updates
- 11:20** Fund Request from Drug Court
- 11:30** Flaming Gorge Days Request
for Funding
- 11:45** Notice of the SWCO Board of Equalization's
Intent to Repeal Old Procedural Rules for
Contested Case Hearings and to Adopt New Rules
of Procedure

LUNCH

PUBLIC HEARING AT 1:30- PLANNING AND ZONING

Sam Garcia/Gilbert Garcia- Conditional Use
Permit- Temporary Housing

Mike & Carol Fritzler- Home Occupational Permit
Type III- Signs and Appliance Repair

Ray and Shirley Black- Conditional Use Permit
Vehicle Impound and Storage

OTHER

EXECUTIVE SESSION(S) AS NEEDED

ADJOURN

March 19, 2013
Green River, WY

The Board of County Commissioners met this day at 8:30 a.m. in Regular Session with all commissioners present. The meeting opened with the Pledge of Allegiance.

Approval of Agenda

Commissioner West requested an executive session prior to the Sheriff's budget amendment. ***Commissioner West moved to approve the agenda with that minor change. Commissioner Kolb seconded the motion.*** With no discussion, the motion was approved unanimously.

Approval of Minutes 3-5-13

Commissioner Kolb moved to approve the minutes dated March 5, 2013. Commissioner Van Matre seconded the motion. Commissioner Bailiff requested to clarify under his commissioner comments: ***“that the wells in Pioneer Trails need to be tested, certified and surveyed for the well locations and inquired if Public Works Director John Radosevich could assist with the surveying part of this project”***. Due to the amendment, Commissioner Van Matre withdrew his motion to allow Commissioner Kolb to restate the motion. ***Commissioner Kolb restated the motion to approve the minutes dated March 5, 2013 with the aforementioned changes by Commissioner Bailiff to the statement about John Radosevich surveying the locations. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved unanimously.

Approval of the March 2013 Newspaper Publishing of Names and Positions

Following discussion relative to names and positions, ***Commissioner West moved to proceed with publication of the employment categories pursuant to the statute. Commissioner Bailiff seconded the motion.*** With no discussion, the motion was approved unanimously.

Acceptance of Bills

Approval of County Vouchers/Warrants and Monthly Reports.

Commissioner Kolb moved to approve the county vouchers/warrants and approve the monthly reports. Commissioner West seconded the motion. With no discussion, the motion was approved unanimously.

WARR#	NAME	DEPT	TOTAL
53476	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	140.85
9	Jury Witness Fees	Clk Dist Crt	86.50
53480	Jury Witness Fees	Clk Dist Crt	30.00
1	Jury Witness Fees	Clk Dist Crt	58.25
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	30.00
5	Jury Witness Fees	Clk Dist Crt	30.00
6	Jury Witness Fees	Clk Dist Crt	30.00
7	Jury Witness Fees	Clk Dist Crt	140.85
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
53490	Jury Witness Fees	Clk Dist Crt	140.85
1	Jury Witness Fees	Clk Dist Crt	30.00
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	46.95
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	90.00
53500	Jury Witness Fees	Clk Dist Crt	30.00
1	Jury Witness Fees	Clk Dist Crt	46.95
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	140.85
5	Jury Witness Fees	Clk Dist Crt	140.85
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	30.00
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	46.95
53510	Jury Witness Fees	Clk Dist Crt	30.00
1	Jury Witness Fees	Clk Dist Crt	140.85
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	90.00
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	46.95
7	Jury Witness Fees	Clk Dist Crt	46.95
8	Jury Witness Fees	Clk Dist Crt	46.95
9	Jury Witness Fees	Clk Dist Crt	90.00

53520	Jury Witness Fees	Clk Dist Crt	46.95
1	Jury Witness Fees	Clk Dist Crt	259.50
2	Jury Witness Fees	Clk Dist Crt	30.00
3	Jury Witness Fees	Clk Dist Crt	46.95
4	Jury Witness Fees	Clk Dist Crt	46.95
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	30.00
7	Jury Witness Fees	Clk Dist Crt	90.00
8	Jury Witness Fees	Clk Dist Crt	90.00
9	Jury Witness Fees	Clk Dist Crt	46.95
53530	Jury Witness Fees	Clk Dist Crt	30.00
1	Jury Witness Fees	Clk Dist Crt	30.00
2	Jury Witness Fees	Clk Dist Crt	46.95
3	Jury Witness Fees	Clk Dist Crt	30.00
4	Jury Witness Fees	Clk Dist Crt	140.85
5	Jury Witness Fees	Clk Dist Crt	46.95
6	Jury Witness Fees	Clk Dist Crt	63.90
7	Bridger Valley Electric A	Fire Marshal	27.04
8	Capital Business Systems	Treas, Clk, Shrf Emg Mgt	110.58
9	Centurylink	Grants Proj, IT Dept, Shrf Dtn Mnt, Clk Dist Crt, Flt Veh Main, Comm Dev&Eng, Human Resour, Purchasing, Grants Admin, Land Use, RS Off Bld A, Fire Marshal, Vet Services	509.37
53540	Centurylink	Commiss, Clk, Treas, Assess, Shrf, Co Atrny, Juv Prob, GR Cir Court, Road & Bridg, Shrf Emg Mgt, RS Mnt/C Pur, Comm Nur-Hom	984.79
1	Centurylink	Elect	214.56
2	City Of Green River	GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg, GR JV Maint	1,412.81
3	Diversified Insurance Ben	Intr Gv Pool	-
4	Diversified Insurance Ben	Intr Gv Pool	6,000.00
5	Questar Gas	GR JV Maint, GR Fcl Mt CH, GR Cir Court, GR Rsvlt Mai, GR Wrhs Main, GR Rd & Brdg	8,263.40
6	Rock Springs Municipal Ut	Fire Marshal, RS Rd & Brdg, RS Veh Maint, Thmpsn Bld A, RS Off Bld A, Att Bld 731C, Facil 731C C, Shrf Dtn Mnt, JV 731 Bld D, RS 333 Bdwy	3,148.33
7	Rocky Mtn Power	Comm Dev&Eng, GR Rsvlt Mai, GR Fcl Mt CH, RS Rd & Brdg	4,134.07
8	Sweetwater Television Co	Shrf	8.50
9	Union Telephone Company Inc	Elect	44.25
53550	Verizon Wireless	Shrf Emg Mgt	227.95
1	West Side Water & Sewer Dist	RS Mnt/C Pur, Shrf Dtn Mnt	2,199.50
2	Wyoming Waste Services -	RS Veh Maint, RS Off Bld A, Thmpsn Bld A, Shrf Dtn Mnt	1,043.67
3	Diversified Insurance Ben	Intr Gv Pool	1,633.48
4	Rocky Mtn Power	Shrf Dtn Mnt, RS Mnt/C Pur, Comm Dev&Eng, RS R&B Lagoo	5,465.87
5	Sweetwater Television Co	Shrf Dtn Mnt	104.14
6	Wex Bank	Shrf	16,853.13
7	Ace Hardware	Shrf, Shrf Dtn Mnt	376.68
8	Affiliated Benefits	Intr Gv Pool	1,340.00
9	Airgas Usa LLC	Flt Veh Main	20.03
53560	Alcohol & Drug Testing Se	Road & Bridg, Employee Ben	721.00
1	Alpine Pure Soft Water	Shrf Dtn Mnt	306.25
2	Alpine Pure Water	Co Atrny, Vet Services	90.00
3	Autospa Inc	Shrf	24.28
4	Battery Systems	GR Fcl Mt CH	16.52
5	Bennett Paint & Glass	GR Fcl Mt CH	53.00
6	Boys & Girls Club Of SW	Human Svcs	9,500.00
7	Carrier Corporation	Shrf Dtn Mnt	1,066.07
8	Castle Rock Hospital Dist	Human Svcs	12,500.00
9	City Of Rock Springs	Shrf Dtn Mnt	25.00
53570	City Of Rock Springs	Animal Cntrl	1,041.98
1	Codale Electric Supply Inc	GR Fcl Mt CH	78.50
2	Colorado Department Of Pu	Co Atrny	40.00
3	Copier & Supply Co Inc	Shrf Dtn Mnt, Shrf, Co Atrny	1,567.56
4	David E Arnold Law Office	Clk Dist Crt	370.00
5	Department Of Family Serv	Employee Ben	50.00
6	Department Of Transportation	Capital Proj	343.45
7	Diversified Insurance Ben	Intr Gv Pool	1,006.86
8	Diversified Insurance Ben	Intr Gv Pool	6,000.00
9	Eden Valley Improvement Dist	Spec Dist	40,000.00
53580	Electrical Connections Inc	GR Fcl Mt CH	5,728.99
1	Felderman, Kimmie	Grants Proj	15.26
2	Filter Technologies Inc	Shrf Dtn Mnt	1,037.22
3	FTI Group	Clk	698.53

4	Golden Hour Senior Citizen	Senior Cntrs	19,203.94
5	Govconnection Inc	Vet Services, Capital Proj	1,879.99
6	Green River Star	Vet Services, GR Fcl Mt CH, Coop Ext/4H	183.00
7	Green River Star	Gen Co Admin	198.00
8	Hampton Inn - Denver	Shrf Dtn Mnt	676.00
9	Harton P C, Steve	Clk Dist Crt	3,158.20
53590	High Security Lock & Alarm	GR Fcl Mt CH, Grants Proj	16,655.92
1	Homax Oil Sales Inc	Flt Veh Main	342.46
2	Hose & Rubber Supply	GR Fcl Mt CH	39.10
3	Hotchkiss, Kevin	Shrf Dtn Mnt	19.12
4	Jenny Service Co	Shrf Dtn Mnt	1,460.96
5	Jobs Available	Human Resour	45.00
6	Johnson, Wally J	Commiss	736.38
7	Kemmerer Gazette	Vet Services	16.00
8	Kolb, John K	Commiss	871.26
9	Kroger - Smith's Customer	Coop Ext/4H	49.88
53600	Kroner III MD L F	Shrf Dtn Mnt	189.00
1	Law Offices Of Nathan W J	Public Defnd	600.00
2	Little America - Cheyenne	Clk, Elect, Commiss	534.38
3	Little America - Cheyenne	Clk, Elect	582.00
4	Manpower	GR Fcl Mt CH	4,261.32
5	Marchal, Krisena	Grants Admin	54.57
6	Meadow Gold Dairy	Shrf Dtn Mnt	2,092.01
7	Moore Medical, LLC	Shrf Dtn Mnt	218.51
8	Mountain West Business So	Juv Prob	30.00
9	National Business Systems	Treas	548.81
53610	Norberg Towing	Risk Mngmt	130.00
1	Office Max Inc	Elect	78.48
2	Office Outlet	Vet Services	459.31
3	Overman, Andrea K	Juv Prob	190.86
4	Park County Sheriff's Office	Co Atrny	75.00
5	Pineda, Bobby Wayne	Clk Dist Crt	1,020.00
6	Pineda, Bobby Wayne	Clk Dist Crt	1,960.00
7	Public Defender	Public Defnd	2,500.00
8	Quill Corporation	Commiss, Road & Bridg, Vet Services, Shrf Dtn Mnt, Juv Prob, Coop Ext/4H, Land Use, Comm Dev&Eng, Clk Dist Crt, Human Resour	270.26
9	Quill Corporation	Land Use, Shrf, Shrf Dtn Mnt, Co Atrny, Human Resour, Comm Dev&Eng, Clk	1,487.99
53620	Rock Springs Newspapers Inc	Capital Proj	563.41
1	Rock Springs Newspapers Inc	Gen Co Admin, Capital Proj, Human Resour	1,203.81
2	Rock Springs Newspapers Inc	Gen Co Admin, Gen Accts	4,435.17
3	Rock Springs Newspapers Inc	Land Use	268.64
4	Skaggs Companies	Shrf, Shrf Dtn Mnt	787.89
5	Slagowski Concrete Inc	GR Fcl Mt CH	1,395.70
6	Smyth Printing Inc	Co Atrny, Juv Prob, Grants Proj, Clk Dist Crt	778.62
7	Springhill Suites By Marriott	Clk Dist Crt	231.00
8	Sterling Communications	Shrf	800.00
9	Stetzenbach, Melody	Risk Mngmt	7,212.95
53630	SW-Wrap	Grants Proj	1,980.00
1	Sweetwater Co Circuit Court	Co Atrny	120.00
2	Sweetwater County Health	Comm Nur-Hom	121,241.47
3	Sweetwater Family Resource	Human Svcs	4,775.53
4	Sweetwater Medics LLC	cr ambul svc	20,664.00
5	Sweetwater Plumbing & Heat	Shrf Dtn Mnt	25.00
6	Sweetwater Trophies	Commiss, Grants Admin, Grants Proj	1,336.61
7	Targets Online	Shrf	1,342.13
8	TLO LLC	Shrf	110.00
9	Tyler Technologies Inc	Capital Proj	22,983.38
53640	Uinta Engineering & Survey	Capital Proj	6,900.00
1	United Site Services Of N	Shrf Dtn Mnt	500.00
2	University Of Utah Hospital	Vet Services	15.00
3	Van Boerum & Frank Assn	Capital Proj	8,000.00
4	WCTA	Treas	100.00
5	West, Reid O	Commiss	342.08
6	Western Wyoming College	Coop Ext/4H	27.00
7	Williams Scotsman Inc	Shrf	302.92
8	Wy Dept Of Environmental	Road & Bridg	300.00
9	Wyoming Pathology Inc	Coroner	1,200.00
53650	Wyoming State Board Of Ph	Animal Cntrl	120.00
1	Wyoming State Fire Adv	Fire Marshal	300.00
2	Wyoming State Firemen's Assn	Fire Marshal	50.00
3	Young At Heart Senior Cit	Grants Proj	1,953.00
		GRAND TOTAL	415,263.49

Warrant #53543 in the amount of \$6,000 was a voided warrant.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session for the purpose of discussing personnel and private medical information. Commissioner Van Matre so moved. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson stated that issues within the jail were discussed.

Public Hearing

Budget Amendment- Sheriff's Office

Accounting Manager Bonnie Phillips presented Resolution 13-03-CL-01. Following discussion regarding the status of the jail tax fund over run, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. *Commissioner Van Matre moved for the approval of Resolution 13-03-CL-01 with the stipulation that we deplete the jail tax fund and the balance that exists there and the overall figure not to exceed \$316,115. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

**RESOLUTION 13-03-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT**

DUE to unanticipated medical and personnel expenses for an inmate in the amount of \$316,114.55,

WHEREAS, the Sheriff is required to provide care of prisoners as outlined in WS 18-6-303,

WHEREAS, it has been determined that the aforementioned funds need to be transferred within the 2012-2013 County Budget,

WHEREAS, the Notice of Public Hearing has been published in accordance with the regulations and rules governing the budget process and there being no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing,

BE IT THEREFORE RESOLVED: that the 2012-2013 fiscal year budget for Sweetwater County be amended to reflect the following budget changes:

Expenditures Increase Jail Operation/Maintenance Fund:

Jail Salary Budget	\$ 26,604
Jail Operating Budget	\$289,511

FURTHER LET IT BE RESLOVED; the County Clerk is authorized to transfer the associated expenses from the General fund to the Jail Operation/Maintenance fund from the breakdown of the attached expenditures,

Dated at Green River, Wyoming this 19th day of March, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Budget Amendment- SWCO Events Complex

Accounting Manager Bonnie Phillips presented Resolution 13-03-CL-02. Events Complex Accountant Bob Perry was present to explain that the purpose of the budget amendment was to be in compliance due to Fiscal Year 2012 anticipated expenditures not being paid until Fiscal Year 2013. Following discussion regarding expenditures not being itemized in the budget amendment and conforming to state statute, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Following further discussion, Chairman Johnson entertained a motion to table. *Commissioner Kolb moved to table.*

Commissioner West seconded the motion. With no discussion, the motion was approved unanimously to allow Mr. Perry to present an itemization of the expenditures on the budget amendment.

Commissioner Comments/Reports

Chairman Johnson

Chairman Johnson reported that he, along with Commissioner Bailiff, met with Chief Justice Kite who advised that the county courtroom is inadequate and that Sweetwater County will be unable to acquire another District Judge until an additional district court is made available. Chairman Johnson requested, at the request of Chief Justice Kite, that the county explore options and verify what is required. Chairman Johnson asked Facilities Manager Chuck Radosevich to explore options and requirements. Chairman Johnson reported that he, along with the commission, Cities of Green River and Rock Springs met with Governor Mead. Chairman Johnson further reported that he attended the 2013 WCCA Board of Directors Retreat and shared that, while he was there, he voiced displeasure with the direction of the WCCA and also discussed the WCCA building and property located in Cheyenne. Lastly, Chairman Johnson explained that he will be out of town for the next ten days and appointed Commissioner Van Matre as Acting Chairman during his absence.

Commissioner West

Commissioner West reported that he attended the hospital board meeting and attended, along with Commissioner Van Matre, the reception honoring representatives from the Helmsley Trust for their generous donation of \$3.1 million dollars to purchase cancer radiation equipment and noted that this is the second donation the Helmsley Trust has made to Sweetwater County Memorial Hospital.

Commissioner Bailiff

Commissioner Bailiff reported that he attended the SkyWest Airline Subsidy meeting and met with the Road and Bridge staff. Commissioner Bailiff reported that he attended the STAR Transit and Library Board meetings. Commissioner Bailiff noted that he received a call from Russ Lyman from the Postal Service in Denver, Colorado which he referred to Public Works Director John Radosevich regarding the loss of postal service in Reliance and questioned if a lock mailbox system would be sufficient.

Commissioner Kolb

Commissioner Kolb reported that he attended the SkyWest Airline Subsidy meeting and explained that a meeting has been scheduled in Utah relative to the future of air service and questioned if the commission would like him to attend and represent the board. The commission concurred that Commissioner Kolb attend the meeting to represent the Board of County Commissioners. Furthermore, Commissioner Kolb questioned if the commission would like to continue subsidizing the airport. Following discussion, the commission was divided as far as continuing the subsidy at the level they have assisted in the past and concurred that the State of Wyoming needs to continue in the effort. Commissioner Kolb reported that he attended a meeting with Governor Mead. Lastly, Commissioner Kolb noted that he spoke with the following individuals: Accounting Manager Bonnie Phillips, County Clerk Dale Davis, Deputy County Clerk Vickie Eastin, Land Use Specialist Mark Kot, Land Use Director Eric Bingham, Human Resource Director Garry McLean, Public Works Director John Radosevich, Facilities Manager Chuck Radosevich and Purchasing Manager Marty Dernovich.

Commissioner Van Matre

Commissioner Van Matre reported that he attended the museum board meeting and visited with Juvenile Probation Director Karin Kelly, Grants Manager Krisena Marchal, IT Director Tim Knight and also visited with Human Resource Director Garry McLean and Deputy County Attorney Cliff Boevers relative to changes in the payroll system.

County Resident Concerns

Chairman Johnson opened county resident concerns. Resident Mike Lynch expressed his concerns relative to the SkyWest Airline subsidy. Hearing no further comments, the hearing was closed.

Action/Presentation Items

Board Appointments

Community Fine Arts Center - 3 Year Term

Commissioner Bailiff nominated LuWana Sweet. Commissioner West seconded the motion. Following discussion of the outstanding applicants, the motion was approved unanimously.

Rock Springs, SWCO Airport - to Fulfill Unexpired Term thru 7-1-15

Commissioner Kolb nominated Dave Hanks to the SWCO Airport Board. Commissioner West seconded the motion. Following discussion, the motion was approved unanimously.

STAR Transit - to Fulfill Unexpired Term thru 7-1-13

Commissioner West moved to appoint Kathy Gilbert to the STAR Transit Board. Commissioner Kolb seconded the motion. With no discussion, the motion was approved with Commissioner Bailiff voting nay.

Solid Waste District # 1 (Rock Springs) 3 Year Term

Commissioner Bailiff nominated Jack Simmerman. Commissioner Kolb seconded the motion. With no discussion, the motion was approved unanimously.

BREAK

Chairman Johnson called for a 5 minute break.

Award of Bid for 2013 Crack Sealing Project

Public Works Director John Radosevich presented the results of the 2013 Crack Sealing Bid opening that was held on March 8, 2013 and recommended to award the bid to R&D Sweeping & Asphalt Maintenance, LC in the amount of \$136,041.12 and authorize the Chairman to sign all necessary documents. Following discussion, *Commissioner West moved to approve the awarding of the 2013 Crack Sealing contract to R&D Sweeping & Asphalt Maintenance, LC. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Public Hearing

Issuance of SWCO, Wyoming, Industrial Development Revenue Bonds for the Lost Creek ISR, LLC In-Sutu Uranium Projects

UR Energy Inc. Chief Financial Operator Roger Smith, UR Energy Vice President of Operations and President of Lost Creek ISO Steve Hatten, CO-Bond Council Attorney Erick Stowe, and Gates Capital Senior Vice President Bob DeMonbrun presented Resolution 13-03-CC-01 and discussed in detail the operations. Following discussion relative to the project, mineral resources and the impact the project will have on the community, Chairman Johnson opened the public hearing. Hearing no comments, the hearing was closed. Chairman Johnson entertained a motion to approve Resolution 13-03-CC-01. *Commissioner Kolb moved to approve Resolution 13-03-CC-01. Commissioner West seconded the motion.* With no discussion, the motion was approved unanimously.

RESOLUTION NO. 13-03-CC-01

AUTHORIZATION TO PROCEED TOWARD THE ISSUANCE OF THE SWEETWATER COUNTY, WYOMING, INDUSTRIAL DEVELOPMENT REVENUE BONDS (LOST CREEK PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$34,000,000, THE PROCEEDS OF WHICH WILL BE USED TO FUND A LOAN BY THE COUNTY TO THE COMPANY FOR THE PURPOSES OF (I) CONSTRUCTION OF WELL FIELDS, DISPOSAL WELLS AND A PROCESSING PLANT FACILITY IN ORDER TO PRODUCE U₃O₈ (YELLOWCAKE), FOR SALE TO UTILITIES WITHIN THE UNITED STATES AND ELSEWHERE, AND (II) PAYING CERTAIN COSTS OF ISSUANCE RELATING TO THE BONDS.

WHEREAS, Sweetwater County, Wyoming (the "County") is authorized by the Industrial Development Projects Act, Title 15, Chapter 1, Article 7, Wyo. Stat. (the "Act"), to finance one or more projects or parts thereof in order to facilitate and promote the sound economic growth of the State of Wyoming (the "State"), the development of its natural resources and to promote employment opportunities for the citizens of the State by encouraging the expansion of all kinds of business which contribute payrolls and tax base to the State, upon such conditions as the Board of County Commissioners of the County (the "Commissioners") may deem advisable;

WHEREAS, the County is further authorized by the Act to issue its revenue bonds for the purpose of defraying the cost of financing any project;

WHEREAS, representatives of Lost Creek ISR, LLC, a Wyoming limited liability company (the "Company"), have requested that the County schedule a public hearing concerning the Company's proposed construction of well fields, disposal wells and a processing plant facility in order to produce U₃O₈ (yellowcake), for sale to utilities within the United States and elsewhere (the "Facility"), said Facility to be wholly located within the County approximately 40 miles northeast of Rock Springs and 20 miles west of Bairoil (the "Lost Creek Project");

WHEREAS, the Company has requested that the County agree to authorize, issue, sell and deliver, at a future time mutually agreeable to the County and the Company, the County's Industrial Development Revenue Bonds (Lost Creek Project) in an aggregate principal amount not to exceed \$34,000,000 (the "Bonds") to pay certain costs of the Facility, together with the costs incident to the authorization, issuance and sale of the Bonds (collectively, the "Bond Project");

WHEREAS, it is contemplated that a financing agreement (the "Financing Agreement") with respect to the Bond Project will be executed by the Company and the County prior to or contemporaneously with the issuance of the Bonds, providing for the payment by the Company of sums sufficient in amount to pay the principal of and interest on the Bonds and any expenses of the County in connection with the Bonds as the same become due and payable;

WHEREAS, the County has determined that the Bond Project will serve the purposes of the Act;

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement be executed by the County and the Company setting forth the agreements of the parties with respect to the financing of the Bond Project;

WHEREAS, it has been necessary for the Company to make expenditures to construct or acquire all or certain portions of the Facility prior to the time that the permanent financing for such Bond Project contemplated hereunder is arranged;

WHEREAS, it is expected that upon completion of permanent financing for the Bond Project, such expenditures will be reimbursed with the proceeds of the Bonds;

WHEREAS, the County desires that this Resolution constitute its declaration of "official intent" to finance the Bond Project with proceeds of the Bonds; and

WHEREAS, the public hearing held on March 19, 2013, provided all interested individuals a reasonable opportunity to express their views, both orally and in writing, on the proposed issuance of the Bonds by the County pursuant to the Act to finance the Bond Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING:

Section 1. Based upon written information presented to the Commissioners by the Company, which information is attached hereto as EXHIBIT A and is made a part of this Resolution and was discussed at the public hearing and meeting held March 19, 2013, the Commissioners hereby find that the Bond Project will qualify as a "project" within the meaning of the Act and will meet the following public purposes:

- (A) Creating new or additional employment opportunities;
- (B) Expanding the tax base and increasing sales, property or other tax revenues to the County;
- (C) Maintaining and promoting a stable, balanced and diversified economy among agriculture, natural resource development, business, commerce and trade; and
- (D) Promoting or developing use of agricultural, manufactured, commercial or natural resource products within or without the State of Wyoming.

Section 2. The County hereby agrees that it will authorize and issue, upon the terms provided in the form of Memorandum of Agreement between the Company and the County attached hereto as EXHIBIT B (the "Memorandum"), the Bonds, in an aggregate maximum principal amount of \$34,000,000, and will take all further action which is necessary or desirable in connection therewith, and its officers are hereby authorized and directed to execute the Memorandum and take all actions necessary or desirable in connection with such financing.

Section 3. The County, subject to the terms and conditions set forth in the Memorandum, will authorize and execute prior to or contemporaneously with the issuance of the Bonds (a) the Financing Agreement whereby the Company will make payments sufficient to pay all of the principal of and interest on the Bonds, and (b) such other instruments and documents as shall be necessary or desirable in connection with such financing.

Section 4. Costs of the Bond Project will be paid out of the proceeds from the sale of the Bonds, and the Bonds will not be a general obligation of the County, nor shall the Bonds, including interest thereon, constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers, but the Bonds shall be secured and payable only by a pledge of the revenues derived from the Company pursuant to the Financing Agreement (except to the extent payable out of Bond proceeds and other funds or security devices pledged under the Financing Agreement).

Section 5. The Company intends to expend, and has expended, its own funds to finance certain costs of the Bond Project prior to the issuance of the Bonds. The Commissioners and the Company expect that proceeds of the Bonds will be used to reimburse such expenditures.

Section 6. Nothing contained in this Resolution or in the Memorandum shall constitute a general obligation of the County, within the meaning of the constitution or statutes of the State of Wyoming nor give rise to the pecuniary liability of the County, or a charge against its general credit or taxing powers.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid and unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution, or part thereof.

Section 9. All action (not inconsistent with the provisions of this Resolution) heretofore taken by the Commissioners and the officers of the County with respect to the Bond Project and the authorization, issuance and sale of the Bonds be, and the same hereby is, ratified, approved and confirmed.

Dated at Green River, Wyoming this 19th day of March, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Action/Presentation Items Continued

Employee Concerns Regarding New Payroll Proposals

Human Resource Director Garry McLean and Accounting Manager Bonnie Philips explained that by implementing the new payroll program, the time sheet will reflect the employees actual hours worked and pay accordingly. County employees to include: Monty Boyce, Matthew Carter, Allen Kiernan, Cheri McMurry and Marilyn Nomis were present to express their concerns with the proposed payroll date change. *Commissioner Bailiff moved to rescind the prior motion. Commissioner West seconded the*

motion. Following a lengthy discussion and a roll call vote, the motion was defeated with Chairman Johnson, Commissioner Van Matre and Commissioner Kolb voting nay. Following a lengthy discussion regarding various options available including allowing a hardship bonus or a five day bonus in order to keep the payroll date the same and pay for hours worked, ***Commissioner Kolb made the motion to propose a pay date change to move the pay date to a maximum of five working days past the end of the payroll month and have a \$2,000 one-time bonus for the temporary hardship of the payroll pay date change, payable on the first of the month within the first month of the payroll moving from the 1st to the 5th. Commissioner Van Matre seconded the motion.*** Following further discussion, comments from the employees, and a roll call vote, the motion was approved with Commissioner West voting nay.

Request for Letter of Support for Rock Springs Community Health Center

Bear Lake & Evanston Community Health Clinical Director DJ Ballingham requested a letter of support for a Community Health Center in Rock Springs. Following discussion and the lack of a motion, the request for a letter of support was defeated. The commission concurred that, should the opportunity present itself at a future date and Evanston & Bear Lake Community Health Center has the desire to come before the board, they are welcome to make a presentation.

Request Commission to Sign, as Owners of the Building, the SWCO CDC's Modified Conditional Use Permit from the Rock Springs Planning and Zoning Commission

Sweetwater County Child Developmental Center (CDC) Director Ann Owen requested that the commission sign the CDC's Modified Conditional Use Permit from the Rock Springs Planning and Zoning Commission as owners of the building located at 4509 Foothill Blvd, Rock Springs, Wyoming. Following discussion, ***Commissioner Bailiff moved that Chairman sign as the owner. Commissioner West seconded the motion.*** Following further discussion wherein the commission explained that Facilities Manager Chuck Radosevich is the owner's representative and requested that Ms. Owen consult with Mr. Radosevich on all items relative to the building, the motion was approved unanimously.

Request to Re-Staff Vacant Position in the Detention Center

Colonel Rick Hawkins requested to re-staff the detention registered nurse position due to the retirement of the current registered nurse. Following discussion, Chairman Johnson entertained a motion to fill the request to re-staff a vacant, budgeted position in the detention center as requested by Mr. Hawkins. ***Commissioner Bailiff so moved. Commissioner Van Matre seconded the motion.*** With no discussion, the motion was approved unanimously.

Request Approval of AFLAC Group Master Application

Human Resource Director Garry McLean presented the AFLAC Group Master Application. Chairman Johnson entertained a motion to approve the AFLAC Group Application presented by Mr. McLean and authorize the Chairman to sign. ***Commissioner West so moved. Commissioner Kolb seconded the motion.*** With no discussion, the motion was approved unanimously.

Lunch

Chairman Johnson recessed the meeting for lunch. After the lunch break, Chairman Johnson opened the afternoon session.

Planning & Zoning- Public Hearing

Boars Tusk Land Division Lot 17 & 18

Planner Steve Horton and Rocky Mountain Surveyor Kent Felderman presented the Boars Tusk Land Division Lot 17 & 18. Following discussion, Chairman Johnson opened the public hearing. Hearing no comments, the public hearing was closed. Chairman Johnson entertained a motion to approve the request for these lots as presented by Mr. Felderman and staff. ***Commissioner West so moved. Commissioner Bailiff seconded the motion.*** With no discussion, the motion was approved with Commissioner Kolb voting nay.

Notice of Intent to Adopt WECS Regulations

Land Use Director Eric Bingham presented the notice of intent to adopt the Wind Energy Conversion System Regulations. Following discussion, Chairman Johnson opened the public hearing. Holland & Hart, LLP Attorney Jennifer Scoggin and EDF Renewable Energy Representative Alan Cowan were present to request that the commission postpone their decision to sign the notice of intent to allow EDF additional time to bring forward important information due to Project Developer Nate Sandvig, who was significantly involved with EDF's Quaking Aspen Project, leaving EDF to pursue other opportunities. Rock Springs Grazing Representative Don Schramm was present to support EDF Renewal Energy and expressed that there is no rush and requested additional time in order to do it correctly. Church of Spiritual Technology Representative Clark Stithe was present to express his opposition to extending the decision. Hearing no further comments, the public hearing was closed. Following further discussion, ***Commissioner Kolb made the motion to table for 60 days. Commissioner West seconded the motion.*** With no discussion, the motion was approved with Commissioner Bailiff voting nay.

Break

Chairman Johnson called for a 10 minute break.

Carnegie Building Use

Due to being ahead of schedule, Chairman Johnson requested that the agenda be modified to hear the presentation on the Carnegie building. Sweetwater County Museum Director Ruth Lauritzen expressed interest in the Carnegie building and requested the opportunity to explore options for adaptive reuse of the building and to proceed with a National Register Nomination to improve chances in obtaining grant

funding. The commission concurred that, by approving the request; it would limit their capacity to plan for the future of the building and assured Ms. Lauritzen that any decisions made about the building would be advertised and discussed during a public meeting.

Break

Chairman Johnson called for a 30 minute break to allow for a conference call relative to “Capitol for a Day”. During the conference call with Deputy Secretary of State Pat Arp and Executive Assistant to the Secretary of State Patricia Kramer, it was discussed that Capitol for a Day is a full day of activities to showcase what has been accomplished in Sweetwater County with state funding and how future funding could assist the communities. Prior to convening the conference call, it was determined that a committee would be formed and that Commissioner Kolb would represent the commission on the committee. The next telephone conference was scheduled for April 4, 2013 at 9:00 a.m.

Action/Presentation Items Continued

Approval of the FY 2014 TANF/CPI Grant Application Certificate

Grants Manager Krisena Marchal and CLIMB Wyoming Director Jennifer Baker and State Wide Director Beth Ward presented and requested a motion to approve, and have the Chairman sign, the FY 2014 TANF/CPI Grant Application Certificate. Following discussion, *Commissioner West moved to approve, and have the Chairman sign, the FY 2014 TANF/CPI Grant Application Certificate. Commissioner Van Matre seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of the FY 2013 Hazardous Materials Emergency Planning Grant Agreement

Grants Manager Krisena Marchal and Emergency Management Supervisor Dave Johnson presented and requested a motion to approve, and have the Chairman sign the FY 2013 Hazardous Materials Emergency Planning Grant Agreement #13-DOT-SWE-HM-HMP13. Following discussion, Chairman Johnson entertained a motion as requested. *Commissioner West moved to approve, and have the Chairman sign, the FY 2013 Hazardous Materials Emergency Planning Grant Agreement # 13-DOT-SWE-HM-HMP13. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of the FY 2012 Emergency Management Performance Grant

Grants Manager Krisena Marchal and Emergency Management Supervisor Dave Johnson presented and requested a motion to approve, and have the Chairman sign the FY 2012 Emergency Management Performance Grant #12-GPD-SWE-EM-GCF12. Following discussion, *Commissioner Kolb moved to approve, and have the Chairman sign, the FY 2012 Emergency Management Performance Grant #12-GPD-SWE-EM-GCF12. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

Approval of the FY 2012 Juvenile Accountability Block Grant Resolution

Grants Manager Krisena Marchal and Juvenile Probation Director Karin Kelly presented and requested a motion to approve the FY 2012 Juvenile Accountability Block Grant Resolution 13-03-GR-01. Chairman Johnson entertained a motion to approve the FY 2012 Juvenile Accountability Block Grant Resolution 13-03-GR-01. *Commissioner Van Matre so moved. Commissioner Bailiff seconded the motion.* With no discussion, the motion was approved unanimously.

FY 2012 JUVENILE ACCOUNTABILITY BLOCK GRANT

RESOLUTION 13-03-GR-01

WHEREAS, Congress has authorized the Attorney General to provide grants through the Office of Juvenile Justice and Delinquency Prevention (OJJDP) under the Juvenile Accountability Block Grant (JABG) program for use by the States and units of local government to promote greater accountability in the juvenile justice system; and

WHEREAS, the Department of Family Services and the State Advisory Council on Juvenile Justice have been designated as the authorized entity to distribute Juvenile Accountability Block Grant (JABG) funds in the State of Wyoming; and

WHEREAS, \$10,525 in Juvenile Accountability Block Grant (JABG) funding is available to Sweetwater County and the Cities of Rock Springs and Green River; and

WHEREAS, Sweetwater County agrees to combine its Juvenile Accountability Block Grant (JABG) allotment with the allocations for the Cities of Rock Springs and Green River, to sustain a Truancy Program that targets youth in the community and meets the following JABG Purpose Area #11:

Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies

WHEREAS, Sweetwater County agrees to comply with all Juvenile Accountability Block Grant (JABG) rules and regulations as outlined in the FY 2011 application packet; and

WHEREAS, Sweetwater County agrees to contribute a “soft match” in the form of supportive services including office space, equipment, etc., and grant administration and oversight; and

WHEREAS, the partnering entities of Rock Springs and Green River agree to pay a cash match of 10 percent of its program cost, or \$368 and \$182 respectively; and

WHEREAS, School Districts #1 and #2 will pay a total cash contribution of \$13,300 for the balance of the required match and supplemental costs to sustain the Program, and additional grant funding will be requested from the Community Juvenile Services Board for the project balance:

THEREFORE, Sweetwater County authorizes a joint application to the Department of Family Services and the State Advisory Council on Juvenile Justice for a total combined allocation of \$10,525 in FY 2012 Juvenile Accountability Block Grant (JABG) funds for Sweetwater County, and the Cities of Rock Springs and Green River.

Dated this 19th day of March, 2013.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Audit Finding Discussion

Accounting Manager Bonnie Phillips presented the FY 2012 audit findings and discussed with the commission solutions that could be made to avoid future findings.

Executive Session(s)-Personnel/Legal

Chairman Johnson entertained a motion to enter into executive session. Commissioner West so moved. Commissioner Van Matre seconded the motion. With no discussion, the motion was approved unanimously. A quorum of the commission was present.

After coming out of executive session, Chairman Johnson explained that personnel issues were discussed and no action was required.

Adjourn

There being no further business to come before the Board this day, the meeting was adjourned subject to the call of the Chairman.

This meeting was recorded and is available from the County Clerk's office at the Sweetwater County Courthouse in Green River, Wyoming

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

	DATE	AMOUNT
EAL	3/22/2013	358,845.06
EAL	3/29/2013	837,260.44
EAL	3/30/2013	14,479.52
EAL	4/2/2013	1,156,462.23
EAL		

Payroll Net 889,540.60 Payroll Checks : 53695 - 53741

TOTAL AMOUNT \$3,256,587.85

Vouchers in the above amount are hereby approved and ordered paid this date of 04/02/2013

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Attest:

County Clerk

Reid O. West, Member

Authorization for Bonds

4-2-13

Charles Barnum	SWCO Events Complex- Treasurer	\$10,000.00
Susan Carnes	Town of Wamsutter- Clerk Treasurer	\$50,000.00
Jonathan Raphael Lamb	Jamestown RioVista- Secretary/Treasurer	\$ 5,000.00
Michael L. Maes	Town of Superior- Treasurer	\$10,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Donald Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 54912123

That we Charles Barnum

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Sweetwater County Events Complex, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 1st day of November, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Appointed

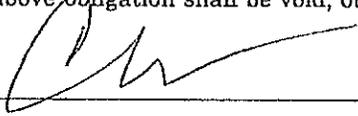
Principal was duly Elected to the office of Treasurer

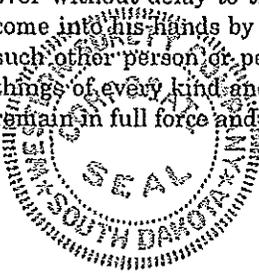
in the at Sweetwater County Events Complex,

and State aforesaid for the term beginning January 27, 2013, and ending

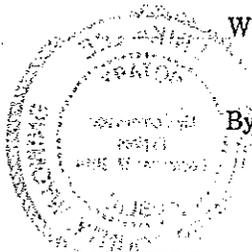
January 27, 2014.

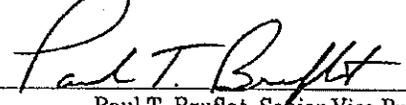
NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.


Principal



WESTERN SURETY COMPANY



By 
Paul T. Bruffat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 58107476

That we Susan Carnes
 of Wamsutter, Wyoming, as Principal, and WESTERN SURETY COMPANY,
 a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound
 unto Town of Wamsutter, the State of Wyoming, in the penal
 sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),
 to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and
 severally, firmly by these presents.

Dated this 5th day of March, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
 Appointed Elected
 Principal was duly to the office of Clerk Treasurer
 in the Town of Wamsutter,
 and State aforesaid for the term beginning April 4, 2013, and ending
April 4, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and
 impartially perform all the duties of his said office of Clerk Treasurer
 as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely
 keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay
 over without delay to the person or persons authorized by law to receive the same, all moneys which may
 come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or
 such other person or persons as are authorized by law to receive the same, all moneys, books, papers and
 things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to
 remain in full force and effect.



Susan Carnes
 Principal

WESTERN SURETY COMPANY
 By Paul T. Bruffat
 Paul T. Bruffat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 70618188

That we Jonathan Raphael Lamb,

of Green River, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto JAMESTOWN RIOVISTA WATER & SEWER DISTRICT, the State of Wyoming, in the penal sum of Five Thousand and 00/100 DOLLARS (\$ 5,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

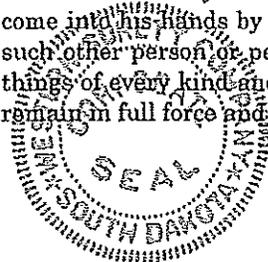
Dated this 24th day of October, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Appointed
Principal was duly Elected to the office of SECRETARY TREASURER

in the of JAMESTOWN RIOVISTA WATER & SEWER DISTRICT,

and State aforesaid for the term beginning November 14, 2012, and ending
November 14, 2016.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of SECRETARY TREASURER as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



[Signature]
Principal

WESTERN SURETY COMPANY
By [Signature]
Paul T. Bruflat, Senior Vice President

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 51949155

That we Michaelene L. Maes

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Town of Superior, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 12th day of November, 2012.

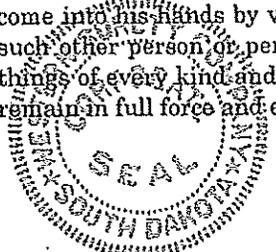
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden

Principal was duly Appointed Elected to the office of Treasurer

in the Town of Superior

and State aforesaid for the term beginning February 10, 2013, and ending February 10, 2014.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Treasurer as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Michaelene L. Maes
Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Senior Vice President



RESOLUTION 13-04-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT

WHEREAS, W.S. 16-4-111 requires the Board of County Commissioners to authorize any departure from the adopted budget for any Boards that are appointed by the County Commissioners,

WHEREAS, the Fair Board also known as the Sweetwater Events Complex is requesting to amend their financial budget ,

WHEREAS, the Sweetwater Events Complex has an approved financial budget for the fiscal year ending June 30, 2013 which provides total expenditures of \$4,433,114,

WHEREAS, it has been determined that the aforementioned budget needs to be amended within the 2012-2013 County Budget,

WHEREAS, the Notice of Public Hearing had been published in accordance with the regulations and rules governing the budget process and there were no protests filed or expressed to the Board of County Commissioners regarding this amendment to the Sweetwater County Budget at the hearing on March 19, 2013,

BE IT THEREFORE RESOLVED: that the 2012-2013 fiscal year budget for Sweetwater Events Complex be amended to reflect the following budget change:

The entire budget be amended to total \$5,291,122

Dated at Green River, Wyoming this 2nd day of April, 2013.

BOARD OF COUNTY COMMISSIONERS
SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chair

Gary Bailiff, Member

John K. Kolb, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Don Van Matre, Member

FY 2013 Commission-Approved Events Complex Budget

4,433,114.00

Anticipated Amended Budget

5,291,122.00

Difference

858,008.00

Capital Budgeted for FY 2012

4,268,645.00

Capital Expended in FY 2012

3,206,175.00

Unexpended In 2012

1,062,470.00

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	A/P Outstanding	Unencumbered Balance
05 CAPITAL							
500 OPERATIONS - MATERIALS AND SUPPLIES		\$1,756,700.00	\$50,381.87	\$68,186.31	3.88	\$0.00	\$1,688,513.69
05 553 0500 500 000 871	PHASE 1 - BUILDING SUPPLIES			\$2,623.61	0.00	\$0.00	(\$2,623.61)
05 553 0500 500 000 872	PHASE 2 - BUILDING SUPPLIES			\$8,876.43	0.00	\$0.00	(\$8,876.43)
05 553 0500 500 000 874	PHASE 4 - BUILDING SUPPLIES			\$14,330.36	0.00	\$0.00	(\$14,330.36)
05 553 0500 500 000 875	PHASE 5 - BUILDING SUPPLIES			\$1,400.95	0.00	\$0.00	(\$1,400.95)
05 553 0500 500 000 876	PHASE 6 - BUILDING MATERIALS			\$2,513.18	0.00	\$0.00	(\$2,513.18)
05 553 0500 500 000 878	PHASE 8 - BUILDING SUPPLIES			\$449,118.90	0.00	\$0.00	(\$449,118.90)
05 553 0500 500 400 871	OPNS - PLMBG SUPPLIES/NHSFR PHASE 1			\$32,623.30	0.00	\$0.00	(\$32,623.30)
05 553 0500 500 400 872	OPNS - PLMBG SUPPLIES/NHSFR PHASE 2			\$4,390.52	0.00	\$0.00	(\$4,390.52)
05 553 0500 500 400 874	OPNS - PLMBG SUPPLIES/NHSFR PHASE 4			\$1,621.50	0.00	\$0.00	(\$1,621.50)
05 553 0500 500 400 875	OPNS - PLMBG SUPPLIES/NHSFR PHASE 5			\$27,089.50	0.00	\$0.00	(\$27,089.50)
05 553 0500 500 400 878	OPNS - PLMBG SUPPLIES/NHSFR PHASE 8			\$330,491.19	0.00	\$0.00	(\$330,491.19)
05 553 0500 500 401 871	OPNS - ELECTRIC SUPPLIES/NHSFR PHASE 1			\$6,058.76	0.00	\$0.00	(\$6,058.76)
05 553 0500 500 401 872	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 2			\$73,904.66	0.00	\$0.00	(\$73,904.66)
05 553 0500 500 401 874	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 4			\$13,835.27	0.00	\$0.00	(\$13,835.27)
05 553 0500 500 401 875	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 5			\$14,912.88	0.00	\$0.00	(\$14,912.88)
05 553 0500 500 401 876	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 6			\$4,413.08	0.00	\$0.00	(\$4,413.08)
05 553 0500 500 401 877	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 7			\$23,677.86	0.00	\$0.00	(\$23,677.86)
05 553 0500 500 401 878	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 8			\$168,329.59	0.00	\$0.00	(\$168,329.59)
05 553 0500 500 402 871	OPNS - ROADBASE&SURFACE SELYS/NHSFR PH 1			\$109,574.82	0.00	\$0.00	(\$109,574.82)
05 553 0500 500 402 872	OPNS - ROADBASE&SURFACE SUPPLYS/NHSFR PH 2			\$11,178.60	0.00	\$0.00	(\$11,178.60)
05 553 0500 500 402 874	OPNS - ROADBASE&SURFACE SELYS/NHSFR PH 4			\$1,364.78	0.00	\$0.00	(\$1,364.78)
05 553 0500 500 402 875	OPNS - ROADBASE&SURFACE SELYS/NHSFR PH 5			\$239,174.72	0.00	\$0.00	(\$239,174.72)
05 553 0500 500 402 878	OPNS - ROADBASE&SURFACE SELYS/NHSFR PH 8						
500 OPERATIONS - MATERIALS AND SUPPLIES		\$1,756,700.00	(\$176,684.93)	\$1,610,097.07	91.65	\$0.00	\$146,602.93
520 RENTAL EQUIPMENT							
05 553 0500 520 000 871	PHASE 1 - RENTAL EQUIPMENT	\$8,100.00	\$0.00	\$8,048.63	99.37	\$0.00	\$51.37
05 553 0500 520 000 872	PHASE 2 - RENTAL EQUIPMENT	\$0.00	(\$960.00)	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 520 000 874	PHASE 4 - RENTAL EQUIPMENT	\$800.00	\$63.77	\$769.94	96.24	\$0.00	\$30.06
520 RENTAL EQUIPMENT		\$8,900.00	(\$966.23)	\$8,818.57	99.09	\$0.00	\$81.43
600 EQUIPMENT - OFFICE							
05 521 0500 600 000	CAPITAL-EQUIPMENT/OFFICE/COMPUTERS	\$2,700.00	(\$2,300.00)	\$2,698.14	99.93	\$0.00	\$1.86

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	A/P Outstanding	Unencumbered Balance
05 521 0500 600 000 332	ENVELOPE PRINTER	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
600 EQUIPMENT - OFFICE		\$2,700.00	(\$2,300.00)	\$2,698.14	99.93	\$0.00	\$1.86
610 EQUIPMENT - GROUNDS							
05 521 1500 610 000	CAPITAL-EQUIPMENT/GROUNDS	\$56,700.00	(\$100,456.00)	\$56,680.66	99.97	\$0.00	\$19.34
05 554 0500 610 000	LEASE/PURCHASE EQUIPMENT PAYMENTS	\$64,200.00	\$5,451.55	\$64,161.09	99.94	\$0.00	\$38.91
05 554 0500 610 651	LEASE/PURCHASE EQUIPMENT INTEREST	\$3,100.00	\$153.42	\$3,098.55	99.95	\$0.00	\$1.45
610 EQUIPMENT - GROUNDS		\$124,000.00	(\$84,651.03)	\$123,940.30	99.95	\$0.00	\$59.70
700 CONTRACTED SERVICES							
05 553 0500 700 000 871	CONTRACTED SERVICES/NHSFR PHASE 1	\$1,491,345.00	\$73,726.25	\$551,736.94	37.00	\$0.00	\$939,608.06
05 553 0500 700 000 872	CONTRACTED SERVICES/NHSFR PHASE 2	\$0.00	(\$203,400.92)	\$139,413.00	0.00	\$0.00	(\$139,413.00)
05 553 0500 700 000 874	CONTRACTED SERVICES/NHSFR PHASE 4	\$0.00	\$0.00	\$25,596.50	0.00	\$0.00	(\$25,596.50)
05 553 0500 700 000 875	CONTRACTED SERVICES/NHSFR PHASE 5	\$0.00	\$0.00	\$10,394.00	0.00	\$0.00	(\$10,394.00)
05 553 0500 700 000 876	CONTRACTED SERVICES/ NHSFR PHASE 6	\$0.00	\$0.00	\$3,405.00	0.00	\$0.00	(\$3,405.00)
05 553 0500 700 000 877	CONTRACTED SERVICES/NHSFR PHASE 7	\$0.00	\$0.00	\$7,100.00	0.00	\$0.00	(\$7,100.00)
05 553 0500 700 000 878	CONTRACTED SERVICES/NHSFR PHASE 8	\$0.00	\$22,909.25	\$109,338.21	0.00	\$0.00	(\$109,338.21)
05 553 0500 700 403 873	MFG'D BLDGS/EQUIP - NHSFR PHASE 8	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 700 403 874	MFG'D BLDGS/EQUIP - NHSFR PHASE 4	\$0.00	\$0.00	\$274,272.04	0.00	\$0.00	(\$274,272.04)
05 553 0500 700 403 875	MFG'D BLDGS/EQUIP - NHSFR PHASE 5	\$0.00	\$0.00	\$16,315.58	0.00	\$0.00	(\$16,315.58)
05 553 0500 700 403 878	MFG'D BLDGS/EQUIP - NHSFR PHASE 8	\$0.00	\$0.00	\$11,050.00	0.00	\$0.00	(\$11,050.00)
05 553 0500 700 403 879	MFG BLDGS/EQUIP - NHSFR PHASE 9	\$885,000.00	\$312,000.00	\$312,000.00	35.25	\$0.00	\$573,000.00
700 CONTRACTED SERVICES		\$2,376,345.00	\$205,234.58	\$1,460,621.27	61.47	\$0.00	\$915,723.73
05 CAPITAL		\$4,268,645.00	(\$69,507.61)	\$3,206,175.35	75.11	\$0.00	\$1,062,469.65

Account Number	Account Description	Revised Budget	Expended During Month	Expenses to Date	% of Budget	A/P Outstanding	Uncumbered Balance
Grand Total:		\$4,288,645.00	(589,507.85)	\$3,206,175.35	75.11	\$0.00	\$1,062,469.65

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	A/P Outstanding	Unencumbered Balance
05 CAPITAL							
500 OPERATIONS - MATERIALS AND SUPPLIES							
05 553 0500 500 000 871	PHASE 1 - BUILDING SUPPLIES	\$0.00	\$0.00	\$38,846.15	0.00	\$0.00	(\$38,846.15)
05 553 0500 500 000 872	PHASE 2 - BUILDING SUPPLIES	\$0.00	\$0.00	(\$2,623.61)	0.00	\$0.00	\$2,623.61
05 553 0500 500 000 874	PHASE 4 - BUILDING SUPPLIES	\$0.00	\$0.00	\$22,345.28	0.00	\$0.00	(\$22,345.28)
05 553 0500 500 000 875	PHASE 5 - BUILDING SUPPLIES	\$0.00	\$0.00	\$216.03	0.00	\$0.00	(\$216.03)
05 553 0500 500 000 876	PHASE 6 - BUILDING MATERIALS	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 500 000 877	PHASE 7 - BUILDING SUPPLIES	\$0.00	\$0.00	\$5,020.74	0.00	\$0.00	(\$5,020.74)
05 553 0500 500 000 878	PHASE 8 - BUILDING SUPPLIES	\$0.00	\$0.00	\$8,426.61	0.00	\$0.00	(\$8,426.61)
05 553 0500 500 400 871	OPNS - PLMBG SUPPLIES/NHSFR	\$0.00	\$0.00	\$14,604.61	0.00	\$0.00	(\$14,604.61)
05 553 0500 500 400 872	OPNS - PLMBG SUPPLIES/NHSFR	\$0.00	\$0.00	(\$32,623.30)	0.00	\$0.00	\$32,623.30
05 553 0500 500 400 874	OPNS - PLMBG SUPPLIES/NHSFR	\$0.00	\$0.00	\$2,514.91	0.00	\$0.00	(\$2,514.91)
05 553 0500 500 400 875	OPNS - PLMBG SUPPLIES/NHSFR	\$0.00	\$0.00	\$32,587.29	0.00	\$0.00	(\$32,587.29)
05 553 0500 500 400 877	OPNS - PLMBG SUPPLIES/NHSFR	\$0.00	\$0.00	\$7,751.96	0.00	\$0.00	(\$7,751.96)
05 553 0500 500 400 878	OPNS - PLMBG SUPPLIES/NHSFR	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 500 401 871	OPNS - ELECTRIC SUPPLIES/NHSFR	\$0.00	\$0.00	\$32,488.68	0.00	\$0.00	(\$32,488.68)
05 553 0500 500 401 872	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 2	\$0.00	\$0.00	(\$6,058.76)	0.00	\$0.00	\$6,058.76
05 553 0500 500 401 874	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 4	\$0.00	\$0.00	\$6,744.08	0.00	\$0.00	(\$6,744.08)
05 553 0500 500 401 875	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 5	\$0.00	\$0.00	\$1,721.16	0.00	\$0.00	(\$1,721.16)
05 553 0500 500 401 876	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 6	\$0.00	\$0.00	\$325.49	0.00	\$0.00	(\$325.49)
05 553 0500 500 401 877	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 7	\$0.00	\$0.00	\$7,208.64	0.00	\$0.00	(\$7,208.64)
05 553 0500 500 401 878	OPNS - ELECTRICAL SUPPLIES/NHSFR PHASE 8	\$0.00	\$0.00	\$8,325.84	0.00	\$0.00	(\$8,325.84)
05 553 0500 500 402 871	OPNS - ROADBASE&SURFACE SPLY/NHSFR PH 1	\$0.00	\$0.00	\$391.25	0.00	\$0.00	(\$391.25)
05 553 0500 500 402 872	OPNS-ROADBASE&SURFACE SPLY/NHSFR PH 2	\$0.00	\$0.00	(\$110,695.52)	0.00	\$0.00	\$110,695.52
05 553 0500 500 402 874	OPNS-ROADBASE&SURFACE SPLY/NHSFR PH 4	\$0.00	\$0.00	\$4,948.43	0.00	\$0.00	(\$4,948.43)
05 553 0500 500 402 875	OPNS-ROADBASE&SURFACE SPLY/NHSFR PH 5	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 500 402 878	OPNS-ROADBASE&SURFACE SPLY/NHSFR PH 8	\$0.00	\$0.00	\$14,962.75	0.00	\$0.00	(\$14,962.75)
500 OPERATIONS - MATERIALS AND SUPPLIES		\$0.00	\$0.00	\$57,428.71	0.00	\$0.00	(\$57,428.71)
520 RENTAL EQUIPMENT							
05 553 0500 520 000 871	PHASE 1 - RENTAL EQUIPMENT	\$0.00	\$0.00	\$5,833.83	0.00	\$0.00	(\$5,833.83)
05 553 0500 520 000 872	PHASE 2 - RENTAL EQUIPMENT	\$0.00	\$0.00	\$453.00	0.00	\$0.00	(\$453.00)
05 553 0500 520 000 874	PHASE 4 - RENTAL EQUIPMENT	\$0.00	\$0.00	\$34.50	0.00	\$0.00	(\$34.50)
05 553 0500 520 000 878	PHASE 8 - RENTAL EQUIPMENT	\$0.00	\$0.00	\$13,781.51	0.00	\$0.00	(\$13,781.51)

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	A/P Outstanding	Unencumbered Balance
520	RENTAL EQUIPMENT	\$0.00	\$0.00	\$20,102.84	0.00	\$0.00	(\$20,102.84)
500	EQUIPMENT - OFFICE						
05 521 0500 600 000		\$0.00	\$0.00	\$3,730.87	0.00	\$332.19	(\$5,391.82)
500	EQUIPMENT - OFFICE	\$0.00	\$0.00	\$3,730.87	0.00	\$332.19	(\$5,391.82)
610	EQUIPMENT - GROUNDS						
05 521 1500 610 000		\$0.00	\$0.00	\$580,550.43	0.00	\$0.00	(\$580,550.43)
05 554 0500 610 000	LEASE/PURCHASE EQUIPMENT PAYMENTS	\$257,300.00	\$0.00	\$76,905.75	59.60	\$82,400.00	\$107,994.25
05 554 0500 610 651	LEASE/PURCHASE EQUIPMENT INTEREST	\$0.00	\$0.00	\$490.74	0.00	\$0.00	(\$490.74)
610	EQUIPMENT - GROUNDS	\$257,300.00	\$0.00	\$657,946.92	276.97	\$82,400.00	(\$473,046.92)
700	CONTRACTED SERVICES						
05 553 0500 700 000 871	CONTRACTED SERVICES/NHSFR PHASE 1	\$0.00	\$0.00	\$59,729.31	0.00	\$0.00	(\$59,729.31)
05 553 0500 700 000 872	CONTRACTED SERVICES/NHSFR PHASE 2	\$0.00	\$0.00	(\$138,745.30)	0.00	\$0.00	\$138,745.30
05 553 0500 700 000 874	CONTRACTED SERVICES/NHSFR PHASE 4	\$0.00	\$0.00	\$160,541.30	0.00	\$0.00	(\$160,541.30)
05 553 0500 700 000 875	CONTRACTED SERVICES/NHSFR PHASE 5	\$0.00	\$0.00	\$22,141.35	0.00	\$0.00	(\$22,141.35)
05 553 0500 700 000 876	CONTRACTED SERVICES/ NHSFR PHASE 6	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 700 000 877	CONTRACTED SERVICES/NHSFR PHASE 7	\$0.00	\$0.00	\$59,294.33	0.00	\$0.00	(\$59,294.33)
05 553 0500 700 000 878	CONTRACTED SERVICES/NHSFR PHASE 8	\$0.00	\$0.00	\$123,412.01	0.00	\$0.00	(\$123,412.01)
05 553 0500 700 403 873	MEG'D BLDGS/EQUIP - NHSFR PHASE 8	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
05 553 0500 700 403 874	MEG'D BLDGS/EQUIP - NHSFR PHASE 4	\$0.00	\$0.00	\$12,044.23	0.00	\$0.00	(\$12,044.23)
05 553 0500 700 403 875	MEG'D BLDGS/EQUIP - NHSFR PHASE 5	\$0.00	\$0.00	\$3,620.00	0.00	\$0.00	(\$3,620.00)
05 553 0500 700 403 878	MEG'D BLDGS/EQUIP - NHSFR PHASE 8	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
700	CONTRACTED SERVICES	\$0.00	\$0.00	\$302,037.23	0.00	\$0.00	(\$302,037.23)
05	CAPITAL	\$257,300.00	\$0.00	\$1,041,246.57	420.99	\$82,732.19	(\$858,007.52)

Object Summary Report 1

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	A/P Outstanding	Unencumbered Balance
Grand Total:							
		\$267,300.00	\$0.00	\$1,041,246.57	420.99	982,732.19	(3658,007.52)

cb
3/14/2013

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES
GENERAL TERMS

ARTICLE I
GENERAL

1. Term; Termination. This Agreement for Hardware Maintenance and Software Maintenance and Support Services shall be in effect for the coverage period as described on the attached Hardware Maintenance and Software Maintenance and Support Services Purchase Order ("Purchase Order"), attached hereto and fully incorporated herein by this reference (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive One-Year Periods (each a "Renewal Period") until this Agreement is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. Upon the termination of the license, Customer shall immediately return the Software and Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy the Software and Documentation and certify in writing to ES&S that such destruction has occurred. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. Fees. In consideration for ES&S' agreement to provide Hardware Maintenance and Software Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance and Support Fees set forth on the Purchase Order for the Initial Term. The Hardware Maintenance and Software Maintenance and Support Fees for any Renewal Period shall be as agreed to by the parties and such fees will not exceed ES&S' list prices which are in effect at the time of commencement of such Renewal Period. The Renewal Period fees are due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance and Support Fees shall be comprised of (i) a fee for the Software Maintenance and Support of the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Hardware Maintenance or Software Maintenance and Support for an Add-On License or New Product during the Initial Term or any renewal thereof, ES&S will charge an incremental fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe to a Hardware Maintenance or Software Maintenance and Support Plan, or otherwise changes its Hardware Maintenance or Software Maintenance and Support Plan with ES&S during the Initial Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance or Software Maintenance and Support Coverage.

ARTICLE II
HARDWARE

1. Maintenance Services. The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment listed on the Purchase Order is set forth on the Purchase Order (the "Products") and shall be subject to the following terms and conditions and those set forth on Attachment 1:

a. Routine Maintenance Services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine

Maintenance Services") once each Twelve Months during the Initial Term or any renewal thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on the Purchase Order and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer acknowledges and agrees that the performance of Routine Maintenance Services for Product(s) Identified on the Purchase Order as "depot repair only" shall only be provided pursuant to Section 1(b) below.

b. Repair Maintenance Services.

i. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Maintenance Services". ES&S shall provide the Repair Maintenance Services at its Depot; provided, however, that if Repair Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have such services provided at its Designated Location. Customer shall pay all costs associated with shipping Hardware to the ES&S Depot location, including insurance.

ii. Defects Due to Customer Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Maintenance Services.

iii. Timing. The date(s) on which any Repair Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Maintenance Services (which shall be defined as Repair Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Repair Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on the Purchase Order.

iv. Loaner Unit. At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Maintenance Services are being performed (a "Loaner Unit"). If the Repair Maintenance Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, paper rolls, batteries, removable media storage devices, PCMCIA cards, ink pads, ink cartridges or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S Technician labor rate and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at the current published ES&S Technician labor rate) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III SOFTWARE MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, along with appropriate documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining and installing any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to all the terms and conditions of ES&S'

license of the Software, upon delivery. Customer shall install Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. In the event Customer requests ES&S to install an ES&S Firmware Update, ES&S shall install such Update only in connection with the Routine Maintenance Services provided herein. ES&S may charge Customer at its then-current rates to (a) ship the Updates, (b) install the Updates (c) provide maintenance and support on the Software which is required as a result of Customer's failure to timely install an Update or (d) train the Customer on the Updates. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in federal or state law.

3. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

ARTICLE IV
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S shall be commenced within one (1) year after the cause of action has accrued. ES&S will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's election not to receive, or to terminate, the Hardware Maintenance and Software Maintenance and Support Services.

3. **Excusable Nonperformance.** If ES&S is delayed or prevented from performing its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, natural disaster, fire, flood, unusually severe weather, terrorism, insurrection, war, communications or transportation disruptions, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent by confirmed facsimile transmission, sent by commercial overnight courier (with written verification of receipt) or sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or facsimile numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Entire Agreement.** This Agreement, including the Purchase Order and Attachment 1 (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, USA, without regard to its conflicts of laws principles. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may engage duly qualified subcontractors to perform certain of the Hardware Maintenance Services, but shall remain fully responsible for such performance.

6. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

Attachment 1

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone support.
 - ES&S will provide Hardware support on procedural questions of a specific nature not covered in ES&S' Hardware User Manuals;
 - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution. (to be provided on a limited basis)
 - ES&S will provide Hardware Issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Equipment User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Equipment User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Equipment User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of issue resolution training.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of equipment.
 - Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.
5. Repair Services.
 - Customer receives coverage for interim repair calls.
 - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.
6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

Software Maintenance and Support Services Provided by ES&S Under the Agreement

1. Telephone support.
 - ES&S will provide Software support on procedural questions of a specific nature not covered in ES&S' Software User Manuals;
 - ES&S will verify the appropriate steps to take to resolve issues identified by the Customer.
2. Issue Resolution. (to be provided on a limited basis)
 - ES&S will provide Software Issue resolution on a limited basis once the Customer has followed all issue resolution procedures as set forth in the Software User Manuals and as directed in the required training course. If it becomes apparent that the Customer has not followed the appropriate Software User Manual and/or training directives, Customer will be advised to begin the issue resolution process over by following the procedures identified in the Software User Manuals or by utilizing ES&S Election Services. The Customer may also be advised that additional training may be necessary to ensure the Customer has the appropriate level of Issue resolution training.
3. ES&S will provide Technical Bulletins available on the ES&S Customer Portal on a schedule to be determined by ES&S regarding specific issues the Customer may be experiencing.

Note: Except for those Software Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer's current software and hardware operator shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use hardware (firmware) and software products for General and Primary elections.
 - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
 - Customer shall have the ability to change the stick batteries on the iVotronic system and the pick belts on the Model 650. Any other changes made by the customer must be pre-approved in writing by ES&S.
 - Customer shall have the ability to store equipment in accordance with ES&S requirements.

2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall have reviewed Training Checklists.
4. Customer shall be responsible for integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.
5. Customer shall be responsible for data extraction from Customer VR system.
6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise.
7. Customer shall be responsible for Customer Acceptance of the hardware, unless otherwise agreed upon, in writing, by the parties.
8. Customer shall be responsible for any error or exception handling not identified in the User Guides as part of ES&S software or hardware.
9. Customer shall be responsible for customer network design, layout, set up, administration, maintenance or connectivity.
10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

Election Systems & Software, LLC ("ES&S") Purchase Order
 Initial Term: July 1, 2013 through June 30, 2016

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Qty	Description	Annual Maintenance Fee Per Unit: 3-Year Term	Annual Maintenance Fee In Total: 3-Year Term
36	AutoMARK	\$303.00	\$10,908.00
36	Model 100	\$211.00	\$7,596.00
1	Model 650	\$2,812.00	\$2,812.00
Total Annual Hardware Maintenance Fees: 3-Year Term			\$21,316.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.

Note 3: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S SOFTWARE MAINTENANCE AND SUPPORT DESCRIPTION AND FEES

Listed below are the Unity Software Modules for which Software License, Maintenance and Support will be provided:

Description	Support Provided and Number of Licenses
Software - BIM	1
Software - BOD	1
Software - DAM	1
Software - EDM	1
Software - ERM	1
Software - HPM	1
Software - AIMS	1

ES&S Annual Software Maintenance and Support Fees for the Initial Term shall be as follows:

Annual Firmware Maintenance and Support Fees 3-Year Term	Annual Software Maintenance and Support Fees 3-Year Term
\$2,623.00	\$13,310.00

Payment Terms: Hardware, Firmware, and Software Maintenance and Support Fees are due and payable no later than thirty (30) days prior to the beginning of each maintenance and support period.

The parties hereby agree that this Purchase Order and the Hardware Maintenance and Software Maintenance and Support Services General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of Hardware Maintenance and Software Maintenance and Support Services. Further, the undersigned Customer hereby agrees to purchase such Hardware Maintenance and Software Maintenance and Support Services from ES&S as set forth herein. The undersigned Customer hereby agrees to the Hardware Maintenance and Software Maintenance and Support Services General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase subject to annual appropriation in subsequent years. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the County/State as set forth above.

ES&S Signature	Date	Customer Signature	Date
Print Name		Print Name	
Title		Title	

Customer	Sweetwater County, Wyoming
Contact Person	Dale Davis
Address	80 W. Flaming Gorge Way
City	Green River
State/Province	WY
Zip	82935
Phone number	(307) 872-3732

ES&S Contact Information	
Contact Person	Office of General Counsel
Address	11208 John Galt Boulevard
City	Omaha
State/Province	Nebraska
Zip	68137
Phone number	402-593-0101

Old Agreement 000032



HARDWARE, FIRMWARE AND SOFTWARE MAINTENANCE AND SUPPORT SALES AGREEMENT PURCHASE ORDER

STATE OF WYOMING

Your current ES&S Hardware, Firmware and Software Maintenance and Support Sales Agreement is set to expire on June 30, 2010 and ES&S understands the decision to purchase a hardware maintenance and support service is an important one. Below is a brief description of available maintenance and support programs, including annual fees, and we ask that you review each option and confirm your selection of the appropriate maintenance and support program for the following July - June Fiscal Years:

July 1, 2010 - June 30, 2011
July 1, 2011 - June 30, 2012
July 1, 2012 - June 30, 2013

ALL of your tabulation equipment must be covered by a maintenance program. Excluding any of your tabulation equipment will put your County at risk for firmware upgrades.

Please enter the quantity of equipment in the appropriate maintenance category below. You will also need to complete the customer information at the end of this form. Should you have any questions about this program please contact Jeff Hintz at (402) 689-0617.

Gold Preventative Maintenance Program:

Under this program, ES&S will perform an annual maintenance service on all of your tabulation equipment at the County's designated location. These on-site Maintenance Services include cleaning, lubrication and calibration services.

On-Site Remedial Maintenance Services are also provided by ES&S under the Gold Program. Remedial Maintenance provides that ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship. If a defect or malfunction occurs in any tabulation equipment while it is under normal use and service, the County shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the tabulation equipment to Normal Working Condition as soon as practicable.

Please see Exhibit A for complete details concerning the Hardware Maintenance and Support Program.



HARDWARE AND FIRMWARE MAINTENANCE FEES

<u>Equipment Type</u>	<u>Qty</u>	<u>Rate</u>	<u>Total Fee</u>
Model 100	36	\$211.00	\$7,596.00
Model 650	1	\$2,812.00	\$2,812.00
AutoMARK	36	\$303.00	\$10,908.00
Subtotal: Hardware Maintenance & Support Fees			\$21,316.00

Firmware Maintenance and Support:

ES&S shall provide maintenance and support services for the ES&S Firmware to enable it to perform in accordance with its documentation in all material respects, and to cure any defect in material or workmanship. During the Firmware Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

Please see Exhibit A for complete details concerning the Hardware Maintenance and Support Program.

<u>Equipment Type</u>	<u>Qty</u>	<u>Rate</u>	<u>Total Fee</u>
Model 100	36	\$32.00	\$1,152.00
Model 650	1	\$319.00	\$319.00
AutoMARK	36	\$32.00	\$1,152.00
Subtotal: Firmware Maintenance and Support Fees			\$2,623.00

SOFTWARE MAINTENANCE FEES

<u>Software Type</u>	<u>Qty</u>	<u>Rate</u>	<u>Total Fee</u>
EDM - Election Data Manager	1	\$2,750.00	\$2,750.00
BIM / ESSIM - Image Manager	1	\$2,200.00	\$2,200.00
BOD - Ballot on Demand	1	\$1,100.00	\$1,100.00
HPM - Hardware Programming Manager	1	\$4,400.00	\$4,400.00
AIMS - AutoMARK Information Management Software	1	\$550.00	\$550.00
DAM - Data Acquisition Manager	1	\$550.00	\$550.00
ERM - Election Reporting Manager	1	\$1,760.00	\$1,760.00
Subtotal: Software Maintenance and Support Fees			\$13,310.00

Total Fees \$37,249.00



I certify that: 1) sufficient county funds are available for the amount that exceeds my allocation of State funds; and 2) the county portion of funds has been authorized and appropriated for this purchase; and 3) certify that the quantities of equipment selected are complete and accurate to the best of my knowledge. I am authorized by the County to submit this Coverage Election and have attached all necessary documentation required to authorize this purchase.

Payment Terms: 100% of Total Fees Due Thirty (30) Calendar Days after the Receipt of Corresponding ES&S Invoice.
 Note: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or

County Contact	Dale Davis
County Name	Swoolwater County, WY
Billing Address	80 West Flaming Gorge Way, Suite 150
City	Green River
State	Wyoming
Zip	82935
Phone Number	307-872-3765

Debbie Della Boese
 Authorized Customer Signature

Debbie Della Boese
 Print Name

County Chair
 Title

Richard J. Jankowski
 Authorized ES&S Signature

Richard J. Jankowski
 Print Name

V.P. of Finance 5-11-10
 Title

Please have two originals executed on behalf of the County and return both originals to the address listed below for countersignature on behalf of ES&S. Upon ES&S' signature we will return to you one fully executed original.

Susan L. Paulson
 Legal Assistant/Executive Assistant
 Election Systems & Software, Inc.
 11208 John Galt Blvd.
 Omaha, NE 68137
 402.970.1189
 Fax - 402.970.1291
 Email - slpaulson@essvote.com

C.B.
1/14/2010

EXHIBIT A - MAINTENANCE SERVICES - STATE OF WYOMING
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A shall be in effect until June 30, 2013. The Hardware Maintenance Term shall automatically renew for three (3) successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the Hardware Maintenance Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) by either party in the event that funds are not appropriated or otherwise made available to support the continuation of performance by Customer hereunder in any subsequent fiscal period, (c) the date that is 30 days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (d) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A for any reason other than due to a non-appropriation of funds by the Customer's Board of County Commissioners shall not relieve Customer of its liability to pay any amounts due ES&S hereunder. The foregoing shall not be construed so as to permit the Customer to terminate this Agreement in order to acquire Maintenance and Support Services from a third party. In the event the Customer terminates this Agreement in order to acquire Maintenance and Support Services from a party other than ES&S, the Customer shall be liable to pay any amounts due to ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on the Hardware, Firmware and Software Maintenance and Support Sales Agreement Purchase Order for the Initial Term. The Hardware Maintenance and Software Maintenance Fees for the Initial Term are due on the date of the expiration of the Warranty Period. The Hardware Maintenance and Software Maintenance Fees for any renewal period shall be the then current fees in effect and are due and payable no later than 30 days prior to the beginning of such renewal period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental Software Maintenance Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a maintenance and support plan, or otherwise changes its maintenance and support plan with ES&S during the Initial Maintenance Term or any renewal thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, maintenance and support coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit A for the ES&S Equipment listed on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order (the "Products") shall be subject to the following terms and conditions:

a. **Inspection.** If the Hardware Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services under this Exhibit A upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Maintenance Term or any renewal thereof not expired, and (c) the granting to ES&S of access to inspect the Products. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purposes for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate plus ES&S' Out-of-Pocket Expenses, and shall be due from Customer within 30 days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as ES&S deems reasonable and necessary to restore such Product(s) to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s). For purposes of this Exhibit A, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer's Designated Location is specified on Schedule A1.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each 12 months during the Hardware Maintenance Term or any renewal thereof. Customer may request that Routine Maintenance Services be performed more than once during any such 12-month period. Any such request shall be made at least 60 days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order and shall be due within 30 days after invoice. Routine Maintenance Services shall

include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to one or more Products. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as elected by Customer on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order. Customer shall pay all costs associated with shipping Product(s) to a Depot, including insurance.

c. Remedial Maintenance Services.

i. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 2(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for 10 or more Products at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that Product(s) identified on the Hardware and Firmware Maintenance and Support Sales Agreement Purchase Order as "depot repair only" may only be repaired at a Depot.

ii. Defects Due to Customer Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. Timing. The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge of 90% of the then current maintenance fee per unit if Customer requests more than one Routine Maintenance visit in a 12-month period or, 150% of the then current maintenance fee per unit for Emergency Remedial Maintenance Services..

iv. Loaner Unit. At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 2(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. Exclusions. ES&S has no obligation under this Exhibit A to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries, removable media storage devices, cancellation stamps, ink pads or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Hardware Maintenance Term or renewal period for which such fee was paid and the denominator of which is the total number of days in such Hardware Maintenance Term.

e. Sole Provider; Access. Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as a Hardware Maintenance Term is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working

space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** When not in use, Customer shall properly store the Products in accordance with the storage requirements established in the Documentation.

ARTICLE III SOFTWARE

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of Software Maintenance and Support.** If the Software Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Software Maintenance Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

4. **Conditions.** ES&S shall provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support shall not be provided at the Software Maintenance Fees outlined in Section 5(b), but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

BOARD OF COUNTY COMMISSIONERS

MEETING REQUEST FORM

Meeting Date Requested: April 2, 2013	Presenters Name: Sheriff Richard Haskell
Department or Organization: Sweetwater County Sheriff's Office	Contact Phone and E-mail: 307-922-5303
Exact Wording for Agenda: Approval to purchase computers with Homeland Security Grants	Preference of Placement on Agenda & Amount of Time Requested for Presentation: 15 minutes
Will there be Handouts? (If yes, include with meeting request form) Yes	Will handouts require SIGNATURES: No
Additional Information:	
Grants	
10-GPD-SWE-LS-HLE10/ACCT# 0144-421-94-58	\$4,908.65
10-GPD-SWE-SC-HSG10/ACCT# 0144-421-94-54	\$ 733.07
11-GPD-SWE-SC-HSG11/ACCT# 0144-421.94-61	\$ 454.30
QUOTE COMPLETED BY COUNTY PURCHASING OFFICE	

- All requests to be added to the agenda will need to be submitted in writing on the "Meeting Request Form" by Wednesday at 12:00 p.m. prior to the scheduled meeting and returned in person or electronically to Clerk Sally Shoemaker at: shoemakers@sweet.wy.us
- All handouts are also due by Wednesday at 12:00 p.m. prior to the scheduled meeting date. Handouts may be submitted to Clerk Sally Shoemaker either in person or electronically. *****If your handout is not accompanied with the request to be added to the agenda, your request will be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- Any documents requiring **Board Action** or **signature** are considered agenda items and need to be requested in the same manner.

United States | Dry Office or Call 1-866-637-0709

Sweetwater County, Wyoming | Logout | My Cart | Quick Links



Shop | Support | My Premier

Keyword or Service Tag Search

Systems

Software & Peripherals

Solutions

Services

View All

Dell recommends Windows.

Your Current E-quote Number

101611747971

E-quote Help

My Cart | E-Quotes

Summary View Detail View		Print	Back to List	Email	Add Item
E-quote Name	Shard's Laptop revised	E-Quote Description	IT Love revised		
Saved By:	Mary Demovich	Phone Number:	(307) 922-5435		
	demo@dm@swelwy.us	Purchasing Agent:	Jason Loya		
Saved On:	Thursday, March 21, 2013	Notes/Comments:	Call Jason Loya and Karen French for Grant numbers		
Expires On:	Monday, May 20, 2013	Additional Comments:			
Premier Page Name	Sweetwater County, Wyoming				

Fully Customizable Latitude E6630n Ubuntu	Remove Item	Qty	Unit Price
 Latitude E6630 Dell Latitude E6630n, Ubuntu version 11.10 Adjust System		1	\$1,228.70
		Update Total	
			\$37.79
		Update Total	
		Sub-total	\$1,266.60

Fully Customizable Latitude E6630	Remove Item	Qty	Unit Price
 Latitude E6630 Dell Latitude E6630, Windows 7 Professional, No Media, 64 Bit, English Adjust System		4	\$1,163.62
		Update Total	
			\$53.64
		Update Total	
		Sub-total	\$4,829.44

Coupon Entry
 Enter coupon number:

Apply Coupon
 Note: Coupon savings are only applied to items you have added to your cart.

Sub-total	\$8,098.02
Shipping & Handling	\$60.93
Tax*	\$304.81
*Exemptions reflected in final checkout page only	
Total Price†	\$8,463.76
In the event that you are subject to a tax holiday, you will not be charged tax.	



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[Archived FEMA Grants](#)

FEMA Preparedness Grants and [Authorized Equipment List](#)

[Prev \[04HW-01-BHCD\]](#) | [\[04HW-01-EOBL\] Next](#)

[FEMA Preparedness Grants Authorized Equipment List](#)

Information Technology >> Hardware >> Computers >> Hardware, Computer, Integrated

General | [Grant Allowability](#) | [Previous Numbering](#)

AEL Number: 04HW-01-INHW

AEL Title: Hardware, Computer, Integrated

Description

Computer hardware and operating system software designated for use in an integrated system allowable under the indicated grant programs. Such systems include detection, communication, cybersecurity, logistical support and Geospatial Information Systems. This item may include networking hardware (routers, wireless access points, etc.), servers, workstations, notebook computers, and peripherals such as printers and plotters procured with an allowable system and necessary for its implementation.



This item is part of the AEL

[BACK TO TOP](#)

FY 2012 State Homeland Security Program (SHSP) (722)

Print

[View Related AEL Categories](#)

EHP LINK

[Program Page](#)

Eligible FEMA Preparedness Grants

[15 found, view all Related FEMA Grants](#)

Core Capabilities

[9 found, view all Related PPD-8 Core Capabilities](#)

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Karen French - Sheriff Office

From: Lynn Budd <lynn.budd@wyo.gov>
Sent: Wednesday, March 20, 2013 3:02 PM
To: Karen French - Sheriff Office
Subject: Re: Question

Karen-

Laptop computers can be purchased as long as their purpose is for grant management or information sharing. These would fall under AEL: 04HW-01-INHW.

Hope that helps! Let me know if you have further questions!

Lynn

Lynn Budd
Senior Grants Specialist
State Homeland Security Grant Manager

Wyoming Office of Homeland Security
5500 Bishop Blvd
Cheyenne, WY 82002
307-777-4917 (phone)
307-635-6017 (fax)
lynn.budd@wyo.gov

On Wed, Mar 20, 2013 at 2:24 PM, Karen French - Sheriff Office <frenchk@sweet.wy.us> wrote:



Lynn,

I was wondering if laptop computers could be purchased with the 2010 and 2011 grant money we have left or do they only allow in-car computers or handhelds?

Thanks so much,

PROCLAMATION

- WHEREAS:** The Sweetwater County Commissioners recognize the importance of designating a time devoted to increasing the general public's awareness of sexual assault and support of agencies providing services to victims of sexual assault; and
- WHEREAS:** Volunteers and service providers in our community are working to provide a continuum of care and services to sexual assault survivors through 24-hour hotlines, counseling, support groups, advocacy, medical care and education; and
- WHEREAS:** The YWCA Support and Safe House Program promotes sexual assault prevention by offering educational presentations to schools, churches and civic organizations as well as professional training and collaboration with medical, mental health, law enforcement, educators, and criminal justice personnel regarding sexual assault issues; and
- WHEREAS:** The YWCA Support and Safe House Program requests public support and assistance as we hold forth a vision of a community free from sexual violence;

NOW THEREFORE, WE, The Board of County Commissioners in and for Sweetwater County, Wyoming, proclaim the month of **APRIL 2013**, to be **SEXUAL ASSAULT AWARENESS MONTH**, and we commend the observance of all citizens, by urging each to learn what can be done to combat sexual violence, and offer prevention measures and support and services to survivors. Teal ribbons will be placed on trees and will be available throughout the community to wear in support of awareness of sexual assault during the month of April.

Wally J. Johnson, Chairman

Gary Bailiff, Commissioner

John K. Kolb, Commissioner

Don Van Matre, Commissioner

Reid O. West, Commissioner

**eliminating racism
empowering women** **ywca**

Sally Shoemaker

From: Christie DeGrendeale <christie@ywcasweetwater.org>
Sent: Thursday, March 14, 2013 2:34 PM
To: Sally Shoemaker
Cc: Vickie Eastin
Subject: YWCA Presentation at April 2 Commissioners meeting
Attachments: SAAM Proclamation - County 2013.docx; meeting request form 2013.pdf

Hello Sally, attached is our request to be placed on the April 2 Commissioners Agenda. I didn't have room on the form to list Margaret Gibbens and Lauren Schoenfeld as presenters.

Vickie, attached is a copy of the proclamation for the minutes. Thanks so much, Christie

**MONTH OF THE MILITARY CHILD
PROCLAMATION**

- o WHEREAS, Thousands of brave Americans have demonstrated their courage and commitment to freedom by serving the Armed Forces of the United States of America in active duty posts in Afghanistan, Iraq and around the world; and
- o WHEREAS, Approximately 5,000 of Wyoming's children and youth have been directly affected by the military deployment of at least one parent; and
- o WHEREAS, These children and youth are a source of pride and honor to us all, and it is only fitting that we take time to recognize their contributions, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children and youth;
- o WHEREAS, The recognition of April as Month of the Military Child will allow us to pay tribute to military children and youth for their commitment, their struggles and their unconditional support of our troops because when parents serve in the military their children serve too; and
- o WHEREAS, A month-long salute to military children and youth will encourage local communities to provide direct support to military children and families.
- o NOW, THEREFORE, We, the Board of Sweetwater County Commissioners, DO HEREBY PROCLAIM the month of April 2013, as

THE MONTH OF THE MILITARY CHILD

and we do hereby urge all citizens, businesses and government leaders to observe the month with appropriate ceremonies and activities that honor, support and thank military children.

- o IN WITNESS WHEREOF, we have hereunto set our hand, and the official seal of Sweetwater County, to be affixed this 2nd day of April, in the year of our Lord, Two Thousand Thirteen.

BOARD OF SWEETWATER COUNTY COMMISSIONERS

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Steven Dale Davis, County Clerk

Sally Shoemaker

From: Gorsuch, Roberta K CTR (US) <roberta.k.gorsuch.ctr@mail.mil>
Sent: Friday, February 01, 2013 3:52 PM
To: Sally Shoemaker
Subject: Emailing: 5 (UNCLASSIFIED)
Attachments: 5.pdf; 2013 Sweetwater County Commissioners MOMC Proclamation--Draft.docx
Signed By: roberta.k.gorsuch.ctr@mail.mil

Classification: UNCLASSIFIED

Caveats: NONE

Hi Sally,

As a follow up to my phone call, I'm attaching the request form to be put on the Commissioners agenda for April 2. I will send you some written comments from military children and the number of military youth in Sweetwater County by March 15.

I'm attaching a copy of the proposed proclamation. It contains the same wording as the proclamation the Commissioners signed last year with the appropriate date changes. Would you review the highlighted signature areas and make any changes that are needed? Thanks for your help with this.

Robin Gorsuch
JYNG Lead Child and Youth Coordinator
AMTEX Contractor
307-772-5018
307-287-8071 (cell)

Classification: UNCLASSIFIED

Caveats: NONE

Young At Heart Senior Citizens Center
2400 Reagan Ave
Rock Springs WY 82901
352-6737
Fax 352-6735
jeanine.cox@yahsc.com
My cell also is 307-350-5971

DATE: 3-21-13

TO: Sally – SWC Commissioner's Secretary

FROM: Jeanine Cox

RE: Packets for the Commissioners presentation we will do on Tuesday
April 2

Could you let me know the time still?

Thank you

A handwritten signature in cursive script that reads "jeanine".

Jeanine Cox



2400 Reagan Avenue Rock Springs, WY 82901 Phone: 307-352-6737

Cover for attachments

1. 40th Anniversary Open House

Saturday April 13 – 4:00 Meet and Greet – Self Tour of the YAH Center and introduction to programs offered through the “Passport” - The “Passport” is you dinner ticket and door prize ticket
5:30 dinner to be followed by a “Toast” & 7:00 pm Dance to the Sundowners

2. 5th Annual Casino Fever – Saturday April 27th – Door’s open at 4:00 pm. Proceeds from Casino Fever benefit the Young At Heart Foundation

3. Gray Matters: Training the Grown Up Brain – Thursday, May 2 from 5:30 pm to 8:30 pm
FREE Conference and FREE Dinner - Everyone welcome – If you are over age 40 – this is for you!
Call 877-926-8300 to register OR sign up at reception desk and we will call in for you.

4. 5th Annual Golf Tournament – Saturday June 29 – Proceeds from the 5th Annual Golf Tournament benefit the Young At Heart Foundation – followed by an Award Banquet and Dinner

5. Young At Heart Foundation Brochure

6. General YAH Center brochures:

- A. Healthy Lifestyle
- B. In Home Services
- C. Volunteer
- D. Rental Facilities

7. Flyer: Volunteers Needed - areas to volunteer

Side 2 highlights events – flyer updated monthly - is a handout at Chamber of Commerce luncheon

8. Prescription Drug assistance – Dental Assistance, etc. This program is very much in demand and we never have enough money. We seem to be asking for donations all through the year. This letter was sent in March 2013 to local organizations asking for contributions.

9. YAH Center monthly newsletter – if you do not receive this by email and you would like it email sarah.evertson@yahsc.com with your request.

YAH Center will assume the management of the YAH Early Learning Center as of July 1, 2013. We have terminated the contract with Bright Horizons. Presently this very successful program has a waiting list. Rachelle Morris is the YAH Early Learning Center Director and she has a staff of approx. 15 people. The Curriculum remains about the same, the great meals and snacks will continue to be offered through the Senior center meals program and the intergenerational opportunities remain the same – all three areas that are unique to the YAH Early Learning Center program.

40th Anniversary

Saturday, April 13, 2013

4:00 - 5:30 Meet & Greet

Pick up your

Passport to Fun!

5:30 - 7:00 **FREE Dinner**

Roast Beef, Mashed Potatoes, Veggie, Roll & Cake

6:45 **Toast**

By Mayor Dempshar

7:00 **Dance to the
Sundowners**



Passport to Fun!
Completed Passport is
your Entry for Prizes
Passport available at Center

Recliner

(Donated by John Paras Furniture)

Necklace

(Donated by Reynolds Jewelry)

\$100

(Courtesy of Young At Heart)



A Community Place

2400 Reagan Ave. Rock Springs, WY 82901 307-352-8737

**Young at
Heart**
Center



Casino Fever



Saturday, April 27th, 2013

Young at Heart Center

2400 Reagan Avenue

Tickets \$10 in advance or \$12 at the door

Doors open at 4:00 PM

Play games of chance including Bingo, Poker, Hi-Lo, Blackjack, Craps, Roulette, and More!

Take part in the Wine Pull, Pool Tournament, 50/50 Raffle, or the Rock-Scissors-Paper Tournament!

Great Prizes for Games:

Rock Scissors Paper:

Overnight Trip to Wendover

Pool Tournament:

1st Prize: \$200 in cash, 2nd Prize: 2 Passes each for Utah Olympic Park and Museum, 3rd Prize: Casino Gaming Set

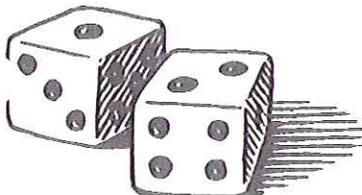
Hi-Lo:

Gift basket containing one night Deluxe room at Little America

Concessions Available!

Open Bar Provided by Liquor Depot

All proceeds benefit the Young at Heart Foundation!



Gray Matters: Training the Grownup Brain

Thursday May 2, 2013 from 5:30 to 8:30 pm @ The Young at Heart Senior Center

Can't find your keys or remember a phone number? Learn more about the impacts of food, fitness and fun on the brain as it ages. Ask experts your brain health questions during a **FREE workshop.**

Enjoy a Healthy **FREE Chicken Dinner Hosted by AARP Wyoming, Young at Heart Senior Center, Memorial Hospital, Deer Trail Assisted Living, and Wyoming Secretary of State's Office**



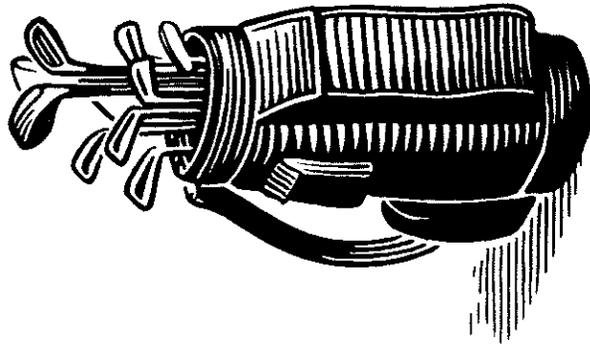
- 5:00 pm Registration
- 5:30 pm Welcome - Showing of "Gray Matters" Documentary: *How the Brain Works and Changes Over Time and What You Can Do About It*
- 6:00 pm Aging on the Brain - Melinda Poyer, MD: *The Aging Brain*
- 6:25 pm Q&A - Dinner Served
- 6:45 pm Making the Right Choices-Nutrition- Rachel Blondell MS, RD/LD: *Choose the Best Foods to Keep Your Mind Sharp*
- 7:15 pm Tricks of the Trade: Outsmarting Investment Fraud - WY Secretary of State's Office: This informative and entertaining presentation will help you protect yourself from investment frauds and scams. Sponsored by AARP Foundation, FINRA Investor Education Foundation, U.S. Securities and Exchange Commission.
- 8:00 pm Stretch Your Body and Mind - Lorna Lange, Owner of Synergy Fitness & Wellness : Learn how to move your body more efficiently during your activities of daily living by participating in a low impact exercise that is safe and effective for all ages and fitness levels.

LIMITED SEATING - SIGN UP EARLY

Call to register by 4/29/13: (877) 926-8300 or call YAH Center @ 352-6737

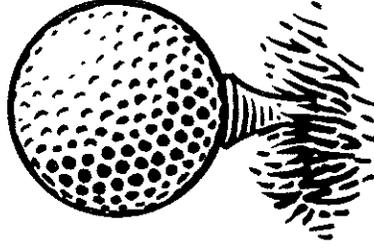
YOUNG AT HEART FOUNDATION GOLF TOURNAMENT

**SATURDAY, JUNE 29
8:00 AM**



White Mountain Golf Course
\$25 per person or \$100 for team of 4
Green Fees paid morning of event
Awards dinner to follow at Young at
Heart

All Ages Welcome
To register or for more information,
contact Jamie at Young At Heart .
352-6737



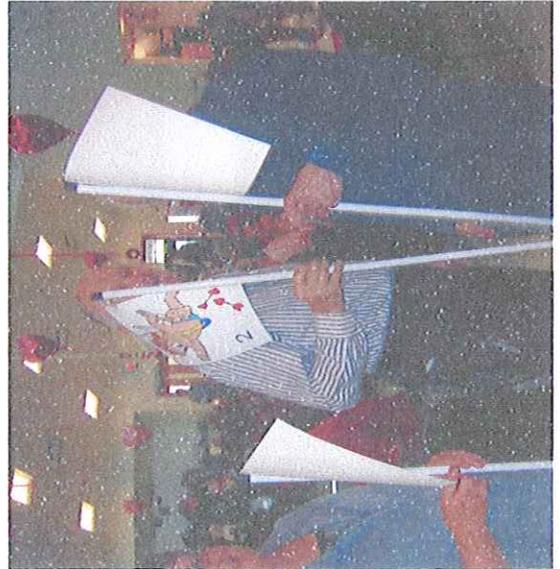
All proceeds go to the Young at Heart Foundation.



Benefits

The Foundation manages an endowment fund. The Principal for that fund remains intact, while the annual interest goes toward services including:

- Young at Heart activities
- Home delivered meals
- Home health care
- Companion programs
- Services to keep seniors independent
- Long term maintenance and operations
- Education programs
- Health services
- Grandparents raising grandchildren
- Affordable day care



Fun



Bridging the Gaps



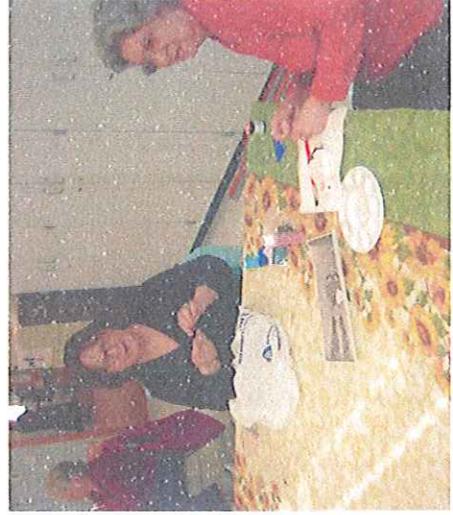
Rock Springs residents providing for the future



Fellowship

Goals

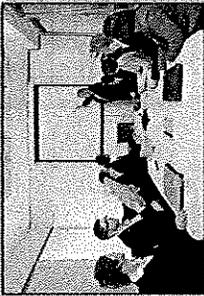
The Young at Heart Foundation Board I set an initial goal of raising \$500,000 through donations, grants, endowment gifts and fundraisers. The funds will be invested and earnings will provide long-range stable funding for future services.



Learning

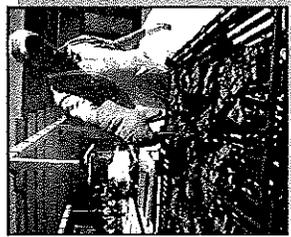
YAH COMMUNITY FACILITIES

YAH Center is multiple-use facility offering senior services, in-home health services, early child day care, meeting and banquet space to the Rock Springs community.



The YAH Center is a beautiful, new and modern facility. All rental spaces feature large windows with unrestricted views and richly colored interiors. Many of the smaller rental areas include appealing features such as carpet, internet connection, cabinets with counter tops convenient for refreshments and presentations.

The large Dining Room with stage and nearby meeting rooms create an ideal venue for conferences that require a group meeting area plus smaller breakout rooms. Surrounded by ample lighted parking, the Center is non-smoking and fully ADA compatible. Catering is provided by the Center Catering Service, or through your favorite local catering services.



Banquet & Catering Menus

YAH Center Catering Services offer the following banquet menu entrée choices for groups of 40 or more.



A Meeting Menu is available for groups of 40 or less.

Banquet meals are \$16.00 per person and include one entrée selection. Meals include freshly baked dinner rolls and a relish tray, plus a choice of potato, vegetable, salad, homemade desert.

Entrée Selections:

- Roast Beef
- Pork Chop
- BBQ Ribs
- Chicken Fried Steak
- 1/4 Baked Chicken
- Prime Rib @ \$22 per person
- Lobster or Crab @ market price

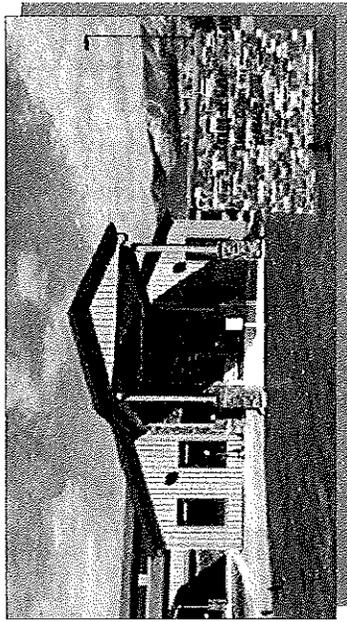
Visit our web site for all our menu choices, room rental information and rental agreement. Or, call us today to discuss your next business of social event and to arrange a tour our facilities.

A Service of . . .

YOUNG AT HEART CENTER
2400 Reagan Avenue
Rock Springs, WY
Phone: 307-352-6737
Fax: 307-352-1285
www.youngatheartseniorcenter.com

Rental Facilities

Meetings
Conferences
Reception
Special Events



A Community Place



VOLUNTEER OPPORTUNITIES

YAH has volunteer opportunities to fit with nearly everyone's talents and schedule. Choose the activity that matches your interests, skills and available time.



Home Delivered Meals:

Choose the day of the week that fits your schedule and deliver hot, healthy mid-day meals to the homebound. Requires a time commitment of approximately 1.5 hours, one day per week.

Center Operations Support:

Receptionist volunteers are needed for a half-day per week, morning or afternoon, to answer phones, greet people, sell meal tickets and front desk paper work.

Special Event Committees:

These committees provide an opportunity to express your planning, organizational and creative skills.

The **Activity Committee** meets for an hour each month to plan and present a monthly noontime activity at the Center.



Our Fundraising

Committee meets monthly or as needed to plan and present the Center's popular quarterly dances and events: Oktoberfest, New Year's Dance, Spring Fling dance, and Casino Fever.

MORE VOLUNTEER OPPORTUNITIES . . .

On-call Services:

Become an on-call volunteer for special projects or as an extra pair of hands when needed. Some on-call volunteer tasks can be done from home, others require coming into the Center. On-call volunteer services can include:

- ◆ Kitchen Aide
- ◆ Computer data entry
- ◆ Put together monthly mailings
- ◆ Janitorial/cleaning
- ◆ Outreach phone calls
- ◆ Filing

Other Opportunities:

YAH Center has many other volunteer opportunities within the programs offered. Call us to discuss how best to utilize your special talents, interests, work or professional experience.

For more information or to become a

YAH volunteer contact:

Jeanine Cox, Executive Director
307-352-6737

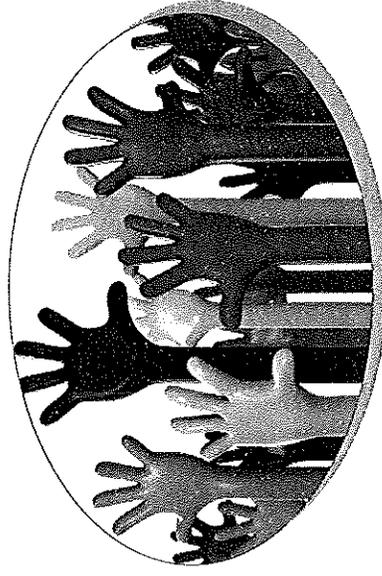
A Program of . . .

YOUNG AT HEART CENTER
2400 Reagan Avenue
Rock Springs, WY
Phone: 307-352-6737
Fax: 307-352-1285

www.youngatheartseniorcenter.com

Volunteer

*Volunteers are
love in motion!*



A Community Place



Healthy Lifestyle

Life enrichment for
Mind, Body and
Soul.



A Community Place



2013 CALENDAR OF EVENTS

MONTH	DATE	EVENT
July	Wednesday 3 rd	July 4th Celebration Dinner
	Friday 12 th	Birthday Sit Down Dinner
	Friday 26 th	Annual Picnic Crossroads Park 10:00 - 3:00
August	Friday 9 th	Birthday Sit Down Dinner
	Monday 9 th	Grandparent's Day Celebration Dinner 6:00 pm
September	Friday 13 th	Birthday Sit Down Dinner
	Friday 11 th	Birthday Sit Down Dinner
October	Friday 18 th	Oktoberfest Celebration
	Saturday 19 th	Volunteer Recognition Dinner & Party
	Friday 25 th	Milk Can Stew & Halloween Party
	Thursday 31 st	Veterans Day Free lunch for all Veterans
November	Monday 11 th	Birthday Sit Down Dinner
	Friday 8 th	Birthday Sit Down Dinner
	Thursday 21 th	Thanksgiving Dinner Seniors & Guests 11:30 - 1:15
	Monday 2 nd	Decorating Party
December	Friday 6 th	In the Mood Dinner 11:30
	Friday 13 th	Birthday Sit Down Dinner
	Wednesday 18 th	Christmas Dinner Seniors & Guests 11:30
	Fri. 20 th	Christmas Party Lunch - 11:30; Christmas Party - 1:00
	Tues. 31 st	New Year's Eve Dinner and Dance 6:00-1:00

Programs offered by:
 YOUNG AT HEART CENTER
 2400 Reagan Avenue
 Rock Springs, WY
 Phone: 307-352-6737
 Fax: 307-352-1285
www.youngatheartseniorcenter.com

2013 CALENDAR OF EVENTS

MONTH	DATE	EVENT
January	Friday 11 th	Birthday Sit Down Dinner
	Monday 7 th	Chili Cookoff
February	TBA	Super Bowl Party
	Friday 8 th	Birthday Sit Down Dinner
	Friday 8 th	Sweetheart Dance with Johnny K
	Tuesday 12 th	Shrove Tuesday
	11:30-1:00	Pancake Breakfast
	Tuesday 12 th	Mardi Gras Celebration
	Thursday 14 th	Valentine's Day Lunch Seniors & Guests
	11:30	
	Monday 25 th	Gaming Fun Night - practice & training for Casino Fever
	Monday 4 th	Delightful Desserts Challenge
March	Friday 8 th	Birthday Sit Down Dinner
	Friday 15 th	St. Patrick's Day Celebration Seniors and Guests 11:30
	Wednesday 27 th	Easter Dinner Seniors & Guests 11:30
April	Friday 12 th	Birthday Sit Down Dinner
	Sunday 14 th	Open House - 40th Anniversary Dinner & Party
	Saturday 27 th	Casino Fever
	Friday 3 rd	Cinco de Mayo Celebration
May	Wednesday 8 th	Mother/Daughter Banquet Seniors & Guests 11:30
	Friday 10 th	Birthday Sit Down Dinner
	Saturday 18 th	City Wide Clean Up
	Wednesday 22 nd	YAH Board Member Nominations
	Wednesday 22 nd	AARP Buck the Hunger Dinner
	Friday 14 th	Birthday Sit Down Dinner
June	Friday 14 th	Blue Ribbon Bake Sale & Art Show
	Tuesday 18 th	Father/Son Banquet Seniors & Guests 11:30
	Wednesday 19 th	YAH Board Elections 8:00 - 5:00
	Saturday 29 th	Golf Tournament

HOME DELIVERED MEALS



Preparation of healthy meals can be difficult for those who are homebound, recovering from an illness, do not have family nearby, or have difficulty with normal daily tasks.

Young at Heart Center offers home delivered meals, 11:30 a.m. to 1:00 p.m. Monday through Friday, delivered by friendly Center volunteers. Upon request, frozen meals are available for evenings and weekends. The Center provides menu consulting and special dietary meals with physician order.

Access to well balanced, dietary appropriate meals can prolong independent living for seniors and the disabled, and often prevent premature institutionalization.



A secondary benefit of the Home Delivered Meal program is the meal delivery volunteer provides daily visitation to the homebound and can quickly assess changes in behavior or environment.

For Home Delivered Meal program information, please contact:
Daphne Palmer, Meals Coordinator
Phone: 307-352-6737
Email: daphne.palmer@yahsc.com

Young at Heart Home Health Care and In-Home Services accept adult patients regardless of age, race, religion, sex, national origin, or disability.

For more information or to discuss an individual's specific needs, contact:

Karen Schanno, RN
Home Health Director
Rock Springs
307-352-1283



Gloria Adair
Access Care Coordinator/ Case Manager
Rock Springs
307-352-6737



Trish Sheets
Access Care Coordinator
Green River
307-875-9122

Programs of . . .

YOUNG AT HEART CENTER
2400 Reagan Avenue
Rock Springs, WY
Phone: 307-352-6737
Fax: 307-352-1285
www.youngatheartseniorcenter.com

In-Home Services

In-home services to foster independent living.



A Community Place





Volunteers Needed!

Young At Heart is looking for volunteers to help in several areas:

- ◆ HOME DELIVERED MEALS

Lend a hand for an hour by delivering meals to home-bound seniors.

- ◆ Selling and taking tickets from 11:15am to 1:00pm.
- ◆ Helping with sit down dinners by serving meals, cleaning tables, or even decorating before hand and tearing down decorations after.
- ◆ Making phone calls from lists for Birthday Dinners, Dances, and other events.
- ◆ Fundraiser volunteers!
(Help with our big fundraisers such as Oktoberfest, Golf Tournament, & Casino Fever!)

Interested in doing more?

We also need a Volunteer Coordinator to come in 5 hours a week and coordinate with our volunteers, find more volunteers, and keep up with volunteer applications.

We have a duty roster for those interested.



2400 Reagan Ave
Rock Springs, WY 82901
307-352-6737

To Whom It May Concern: *(this letter was sent to civic organizations, thrift shops, Women's Club, etc)*

Young At Heart has been helping the community through our many services for 40 years. One service we offer is our Prescription Drug Fund. This fund was established to help those who cannot afford to get their prescriptions or have to choose between paying a bill and getting their needed medication. I have enclosed the form we have for our prescription drug program; this form will explain the guidelines of the program to you in more detail. We offer through our simple application low-income people over the age of 60, on a one time a year basis, \$100.

We are asking several businesses and organizations to assist us in keeping this program available by making a donation. If you are willing and able to make a donation to our prescription drug fund, please contact Jeanine Cox. We thank you for your assistance.

We do work with other agencies in Sweetwater County and in Wyoming such as ADRC – SWWRAP (Aging Disability Resource Center – South West Wyoming Recovery Program), the Wyoming Dept. of Health Dental Program, Wyoming Rapid Response Fund, Lions Club and other organizations to coordinate needed services.

Sincerely,
Sarah Evertsen, Secretary
Young At Heart Center

Treatment Court Foundation of Sweetwater County

Making a difference.....

P. O. Box 190
Green River, WY 82935

Sandra Henderson
Drug Court Coordinator

Telephone: (307) 872-3811
Fax: (307) 872-3971
E-mail: sahender@wyoming.com

March 26, 2013

Board of County Commissioners
Sweetwater County
P. O. Box 730
Green River, Wyoming 82935

**RE: Funding Request For Treatment Court Foundation of Sweetwater County
\$8000.00**

Dear Commissioners:

As you already know, Treatment Court of Sweetwater County is a grant funded program through the Wyoming State Department of Health. The funds we ask from both cities and county make up the match amount we need to receive the grant. The grant funds pay for treatment for our clients, the yearly governmental audit, and the salary for the coordinator. The match funds cover drug testing, drug testing equipment, car expenses, cell phone, office supplies, postage, and some mandatory training for the program team. The county also houses us, covers the utilities, telephone, internet, and maintenance of the office.

Just to start off on a positive note, the site visit for FY13, completed by the Wyoming Department of Health, Mental Health Division, stated that **"This program (the Sweetwater County program) is considered the most improved program by the Department of Health"**. How exciting is that!

A big thank you to Don Van Matre for going to the State Drug Court Training in November. I know it meant a lot to our whole team and I know that it was very informative to Don. I'm sure he has shared with all of you the bigger picture of the Drug Court, not only state wide, but nationwide. There were several speakers from Washington DC and the National Drug Court Institute. We also honored drug court judges from all over the state who have either retired from the Judicial System or have passed away. In addition, Chief Justice Kite spoke to us and shared with us her interest and approval of the drug court system here in the State of Wyoming and also helped in honoring the judges across the state who work with the program.

Our averages are up and we continue to save the community endless dollars in jail monies. The average cost of housing an inmate in our county jail is \$105.00 per day, or \$3,150 per month. Normally our clients would serve a minimum of six months in jail.

County Commissioners

March 26, 2013

Page 2

This means that for each client we keep out of the jail system, we are saving the community a minimum of at least \$18,900.00 for only one client. If we just counted sixteen clients, times the six months they would serve, that would be a jail cost savings of \$302,400. This is, of course, a rough estimate. Many of these clients are looking at long term jail and prison sentences.

We had two drug free babies born this past summer. It has been determined that a drug baby can cost the community up to \$1,000,000. We have two other clients who are expecting babies this coming summer.

Obviously, it is lesser expensive to treat drug addicts than to simply lock them up; jail without treatment is only enforced abstinence. Our clients participate in a rigorous treatment program, self-help meetings (i.e. AA, NA), community monitoring, supervised probation, and are drug tested several times per month. Court appearances are required bi-monthly; other individualized services are provided case by case, as in parenting, anger management, couples counseling, criminal thinking, etc. Clients must maintain employment, have a reliable place to live, stay drug/alcohol free, obtain additional education if needed, do community service, and give back to the community.

What cannot be measured in dollar amounts is the benefit of a clean individual back with his/her family, employers trusting that their employees are not high on drugs or alcohol, and all of us having a safer community to live in. Our program is a minimum of 12 months; clients may participate for up to two or more years.

Of course, the Treatment Court of Sweetwater County would like to once again thank you for the support we received from you since the inception of the drug court program in 2005. **We would like to ask for \$8000.00 for the upcoming year.**

Thank you again and should you have any questions, please feel free to give me a call. We would be glad to provide you with any financial documentation, 990, state invoices, government audit, or anything else you might request. Please, just let me know.

Sincerely yours,



Sandi Henderson
Coordinator

DRUG COURTS REDUCE CRIME

Fact: Nationwide, 75% of Drug Court graduates remain arrest-free at least two years after leaving the program.

Fact: Rigorous studies examining long-term outcomes of individual Drug Courts have found that reductions in crime last at least 3 years and can endure for over 14 years.

Fact: The most rigorous and conservative scientific "meta-analyses" have all concluded that Drug Courts significantly reduce crime as much as 45 percent more than other sentencing options.

DRUG COURTS SAVE MONEY

Fact: Nationwide, for every \$1.00 invested in Drug Courts, taxpayers save as much as \$3.50 in avoided criminal justice costs alone.

Fact: When considering other cost offsets such as savings from reduced victimization and healthcare service utilization, studies have shown benefits range up to \$27 for every \$1 invested.

Fact: Drug Courts produce cost savings ranging from \$3,000 to \$13,000 per client. These cost savings reflect reduced prison costs, reduced revolving-door arrests and trials, and reduced victimization.

Fact: In 2007, for every Federal dollar invested in Drug Courts, \$9.00 was leveraged in state funding.

DRUG COURTS ENSURE COMPLIANCE

Fact: Unless substance abusing/addicted offenders are regularly supervised by a judge and held accountable, 70% drop out of treatment prematurely.

Fact: Drug Courts provide more comprehensive and closer supervision than other community-based supervision programs.

Fact: Drug Courts are six times more likely to keep offenders in treatment long enough for them to get better.

DRUG COURTS COMBAT METHAMPHETAMINE ADDICTION

Fact: For methamphetamine-addicted people, Drug Courts increase treatment program graduation rates by nearly 80%.

Fact: When compared to eight other programs, Drug Courts quadrupled the length of abstinence from methamphetamine.

Fact: Drug Courts reduce methamphetamine use by more than 50% compared to outpatient treatment alone.

DRUG COURTS RESTORE FAMILIES

Fact: Parents in Family Drug Court are twice as likely to go to treatment and complete it.

Fact: Children of Family Drug Court participants spend significantly less time in out-of-home placements such as foster care.

Fact: Family re-unionification rates are 50% higher for Family Drug Court participants.
(Source: NADCP, 2013)

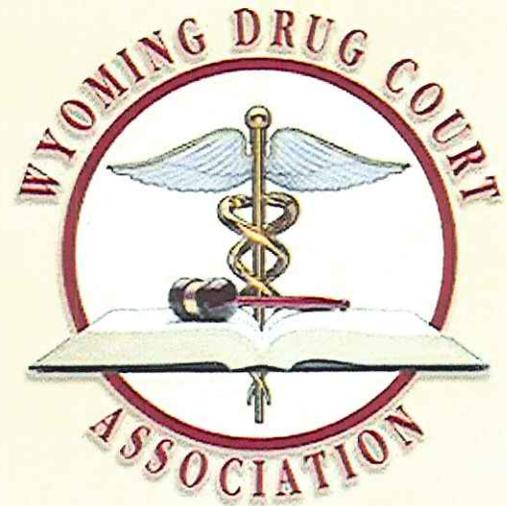


The Wyoming Drug Court Association (WDCA) is an organization designed to support, promote, improve, and sustain Wyoming Court Supervised Treatment programs across WY in order to effectively reduce the social, economic, and personal costs of substance abuse and associated crimes in our community.

(307) 367-5103

PO Box 2176 • Pinedale, WY 82841

Wyoming Drug Court
Association



Court Supervised Treatment Programs

(307) 367-5103
www.wydca.org

ADULT DRUG COURTS

Albany County	307-721-3817
Big Horn County Family	307-568-2390
Campbell County	307-687-6470
Fremont County	307-332-1108
Fremont County Tribal	307-335-8374
Johnson County	307-684-7933
Laramie County	307-633-4530
Laramie County DUI	307-633-4530
Lincoln County	307-885-4940
Natrona County	307-235-2000
Park County	307-527-1800
Sheridan County	307-674-2935
Sublette County	307-267-5103

PREMISE

The premise of Court Supervised Treatment Programs (Drug Courts) is the idea that intense judicial supervision, coupled with immediate and intensive treatment intervention, creates a significant opportunity for successful supervision and treatment of repeat, high risk/high need offenders caught in a cycle of substance abuse and crime. While rehabilitating substance abuse offenders, the Drug Courts aim is to protect our communities by decreasing drug and alcohol related crimes and reducing recidivism. We promote positive interaction and effectiveness between the criminal justice system, community treatment agencies, and offenders. This

KEY COMPONENTS

- Treatment Courts integrate alcohol and other drug treatment services with justice system case processing.
- Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
- Eligible participants are identified early and promptly placed in the Treatment Court program.
- Treatment Courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
- Abstinence is monitored by frequent alcohol and other drug testing.
- A Coordinated strategy governs Treatment Court responses to participants' compliance.
- Ongoing judicial interaction with each Treatment Court participant is essential.
- Monitoring and evaluation measure the achievement of program goals and inform

FLAMING GORGE DAYS

SOUTHWEST WYOMING'S WEEKEND OF FUN!

SPONSORSHIP OPPORTUNITIES JUNE 27TH, 28TH & 29TH

FLAMING GORGE DAYS, INC.
P.O. BOX 867
GREEN RIVER, WY 82935
PH. 307.875.5711
FAX 307.875.8993

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

FLAMING GORGE DAYS IS AN ANNUAL CELEBRATION WHICH ORIGINATED IN 1977. WE ARE EXCITED TO ANNOUNCE THAT THIS YEAR'S FESTIVAL WILL TAKE PLACE ON JUNE 27TH, 28TH & 29TH, 2013.

WE ARE VERY PROUD THAT THIS NON-PROFIT HAS BEEN SUPPORTED BY A COMMITTEE MADE UP OF 14 LOCAL VOLUNTEERS ALONG WITH COUNTLESS OTHERS IN THE COMMUNITY. THIS CELEBRATION HAS BECOME A WEEKEND FAVORITE FOR OUR LOCAL COMMUNITY AS WELL AS A DESTINATION SPOT FOR VACATIONERS. WITH A VARIETY OF ENTERTAINMENT OPTIONS, INCLUDING SEVERAL SPORTING TOURNATMENTS, A PARADE, CHILDREN'S ENTERTAINMENT, FESTIVAL IN THE PARK, AND TWO NIGHTS OF CONCERTS, FLAMING GORGE DAYS IS ONE OF WYOMING'S PREMEIRE SUMMER EVENTS.

PARTICIPATING IN THE FLAMING GORGE DAYS SPONSORSHIP PROGRAM ALLOWS YOUR BUSINESS THE OPPORTUNITY TO GAIN MORE EXPOSURE TO A LARGE AUDIENCE AND SHOWS YOUR COMMITMENT TO THE EVENT AND OUR COMMUNITY.

FLAMING GORGE DAYS TRULY DEPENDS ON OUR SPONSORS FOR FINANCIAL SUPPORT IN ORDER TO ENSURE THE SUCCESS OF THE FESTIVAL IN 2013 AND YEARS TO FOLLOW.

IT IS OUR GOAL TO ENSURE OUR RELATIONSHIPS WITH OUR SPONSORS IS A PRIORITY AND WE APPRECIATE YOUR LOYALTY TO "SOUTHWEST WYOMING'S WEEKEND OF FUN!"

WE ARE LOOKING FORWARD TO A FANTASTIC 2013 CELEBRATION. YOU WILL RECEIVE A FOLLOW-UP PHONE CALL TO ANSWER ANY QUESTIONS OR CONCERNS YOU MAY HAVE. WE WOULD ALSO BE HAPPY TO SCHEDULE A PERSONAL MEETING AT YOUR CONVENIENCE.

SINCERELY,

HOLLY MOFFIT
SPONSORSHIP CO-CHAIR
FLAMING GORGE DAYS, INC.
(307) 875-7122/(307) 871-9036

DAWN TRUJILLO
SPONSORSHIP CO-CHAIR
FLAMING GORGE DAYS, INC.
(307) 875-6986/(307) 870-6987

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

EVENT SPONSOR (\$300 OR LESS)

\$ _____

- ~ BANNER AT EVENT (PROVIDED BY SPONSOR)
- ~ WEBSITE MENTION
- ~ LOGO ON PRINT ADS AND ANY OTHER ADVERTISING INCLUDING FORMS AND PROGRAMS **RELATED TO SPONSORED EVENT**
- ~ USE OF FLAMING GORGE DAYS LOGO ON ANY ADVERTISING RELATED TO THE EVENT (PRIOR TO APPROVAL BY FGDS REPRESENTATIVE)
- ~ RECOGNITION IN NEWSPAPER

**PLEASE CHOOSE ONE OF THE FOLLOWING EVENTS:
(MULTIPLE SPONSORSHIPS AVAILABLE PER EVENT)**

3X3 BASKETBALL (2-DAY EVENT)

GOLF TOURNAMENT

CHILDREN'S ENTERTAINMENT (2-DAY EVENT)

FESTIVAL IN THE PARK (2-DAY EVENT)

4X4 VOLLEYBALL

HORSESHOES

DODGE BALL

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

\$350.00 EVENT SPONSOR

- ~ 2 'GENERAL ADMISSION' FRIDAY CONCERT TICKETS AND 2 'GENERAL ADMISSION' SATURDAY CONCERT TICKETS
- ~ BANNER AT EVENT (PROVIDED BY SPONSOR)
- ~ WEBSITE MENTION
- ~ LOGO ON PRINT ADS AND ANY OTHER ADVERTISING INCLUDING FORMS AND PROGRAMS **RELATED TO SPONSORED EVENT**
- ~ USE OF FLAMING GORGE DAYS LOGO ON ANY ADVERTISING RELATED TO THE EVENT (PRIOR TO APPROVAL BY FGDS REPRESENTATIVE)
- ~ RECOGNITION IN NEWSPAPER

**PLEASE CHOOSE ONE OF THE FOLLOWING EVENTS:
(MULTIPLE SPONSORSHIPS AVAILABLE PER EVENT)**

3X3 BASKETBALL (2-DAY EVENT)

GOLF TOURNAMENT

CHILDREN'S ENTERTAINMENT (2-DAY EVENT)

FESTIVAL IN THE PARK (2-DAY EVENT)

4X4 VOLLEYBALL

HORSESHOES

DODGE BALL

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

\$500.00 EVENT SPONSOR

- ~ 2 VIP FRIDAY NIGHT CONCERT TICKETS AND 2 VIP SATURDAY NIGHT CONCERT TICKETS
- ~ 1 VIP PARKING PASS
- ~ 2 FGD SHIRTS M__ L__ XL__ XXL__
- ~ BANNER AT EVENT (PROVIDED BY SPONSOR)
- ~ WEBSITE MENTION
- ~ LOGO ON PRINT ADS AND ANY OTHER ADVERTISING INCLUDING FORMS AND PROGRAMS **RELATED TO SPONSORED EVENT**
- ~ USE OF FLAMING GORGE DAYS LOGO ON ANY ADVERTISING RELATED TO THE EVENT (PRIOR TO APPROVAL BY FGDS REPRESENTATIVE)
- ~ RECOGNITION IN NEWSPAPER

**PLEASE CHOOSE ONE OF THE FOLLOWING EVENTS:
(MULTIPLE SPONSORSHIPS AVAILABLE PER EVENT)**

**3X3 BASKETBALL (2-DAY EVENT)
GOLF TOURNAMENT
CHILDREN'S ENTERTAINMENT (2-DAY EVENT)
FESTIVAL IN THE PARK (2-DAY EVENT)
4X4 VOLLEYBALL
HORSESHOES
DODGE BALL**

VIP TENT - LOCATED LEFT OF STAGE. INCLUDES EXCLUSIVE ACCESS TO FOOD, BEVERAGES AND RESTROOM.

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

\$750.00 EVENT SPONSOR

- ~ 4 VIP FRIDAY NIGHT CONCERT TICKETS & 4 SATURDAY NIGHT CONCERT TICKETS (ACCESS TO VIP TENT INCLUDING FOOD & DRINK)
- ~ 2 VIP PARKING PASSES
- ~ 2 FGD SHIRTS M__ L__ XL__ XXL__
- ~ BANNER AT EVENT (PROVIDED BY SPONSOR)
- ~ WEBSITE MENTION
- ~ LOGO ON PRINT ADS AND ANY OTHER ADVERTISING INCLUDING FORMS AND PROGRAMS **RELATED TO SPONSORED EVENT**
- ~ USE OF FLAMING GORGE DAYS LOGO ON ANY ADVERTISING RELATED TO THE EVENT (PRIOR TO APPROVAL BY FGDS REPRESENTATIVE)
- ~ RECOGNITION IN NEWSPAPER

**PLEASE CHOOSE ONE OF THE FOLLOWING EVENTS:
(MULTIPLE SPONSORSHIPS AVAILABLE PER EVENT)**

**3X3 BASKETBALL (2-DAY EVENT)
GOLF TOURNAMENT
CHILDREN'S ENTERTAINMENT (2-DAY EVENT)
FESTIVAL IN THE PARK (2-DAY EVENT)
4X4 VOLLEYBALL
HORSESHOES
DODGE BALL**

VIP TENT - LOCATED LEFT OF STAGE. INCLUDES EXCLUSIVE ACCESS TO FOOD, BEVERAGES AND RESTROOM.

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

\$1500.00 EVENT SPONSOR

- ~ 6 VIP FRIDAY NIGHT CONCERT TICKETS & 6 SATURDAY NIGHT CONCERT TICKETS (ACCESS TO VIP TENT INCLUDING FOOD & DRINK)
- ~ 2 VIP PARKING PASSES
- ~ 4 FLAMING GORGE DAYS LOGO HOODED SWEATSHIRTS
- ~ BANNER AT EVENT (PROVIDED BY SPONSOR)
- ~ WEBSITE MENTION
- ~ LOGO ON PRINT ADS AND ANY OTHER ADVERTISING INCLUDING FORMS AND PROGRAMS **RELATED TO SPONSORED EVENT**
- ~ USE OF FLAMING GORGE DAYS LOGO ON ANY ADVERTISING RELATED TO THE EVENT (PRIOR TO APPROVAL BY FGDS REPRESENTATIVE)
- ~ RECOGNITION IN NEWSPAPER

PLEASE CHOOSE ONE OF THE FOLLOWING EVENTS:
(MULTIPLE SPONSORSHIPS AVAILABLE PER EVENT)

3X3 BASKETBALL (2-DAY EVENT)
GOLF TOURNAMENT
CHILDREN'S ENTERTAINMENT (2-DAY EVENT)
FESTIVAL IN THE PARK (2-DAY EVENT)
4X4 VOLLEYBALL
HORSESHOES
DODGE BALL

VIP TENT - LOCATED LEFT OF STAGE. INCLUDES EXCLUSIVE ACCESS TO FOOD, BEVERAGES AND RESTROOM.

FLAMING GORGE DAYS SPONSORSHIP PROGRAM

WEEKEND SUPER SPONSOR ~ \$3500.00

- ~ 10 VIP FRIDAY NIGHT CONCERT TICKETS & 10 SATURDAY NIGHT CONCERT TICKETS (ACCESS TO VIP TENT INCLUDING FOOD & DRINK)
- ~ 4 VIP PARKING PASSES AT ALL EVENTS
- ~ FREE PARADE ENTRY
- ~ 6 FLAMING GORGE DAYS LOGO HOODED SWEATSHIRTS
- ~ BANNER AT TWO OF THE EVENTS OF SPONSORS CHOICE (PROVIDED BY SPONSOR)
- ~ WEBSITE LINK
- ~ LOGO ON ALL POSTERS, BROCHURES, PRINT ADS, ANY OTHER ADVERTISING, INCLUDING ENTRY FORMS AND PROGRAMS
- ~ USE OF FLAMING GORGE DAYS LOGO ON ANY ADVERTISING RELATED TO THE EVENT (PRIOR TO APPROVAL BY FGDS REPRESENTATIVE)
- ~ LOGO DISPLAYED ON FGD'S BILLBOARD AND WEBSITE
- ~ NAME MENTIONED ON SELECTIVE RADIO ADS
- ~ RECOGNITION IN NEWSPAPER

PLEASE CHOOSE ONE OF THE FOLLOWING EVENTS:
(MULTIPLE SPONSORSHIPS AVAILABLE PER EVENT)

FRIDAY NIGHT CONCERT
SATURDAY NIGHT CONCERT
3X3 BASKETBALL (2-DAY EVENT)
GOLF TOURNAMENT
CHILDREN'S ENTERTAINMENT (2-DAY EVENT)
FESTIVAL IN THE PARK (2-DAY EVENT)
4X4 VOLLEYBALL
HORSESHOES
DODGE BALL

VIP TENT - LOCATED LEFT OF STAGE. INCLUDES EXCLUSIVE ACCESS TO FOOD, BEVERAGES AND RESTROOM.

FLAMING GORGE DAYS SPONSORSHIP AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE _____ DAY OF _____, 20____, BY AND BETWEEN FLAMING GORGE DAYS, INC., A WYOMING NONPROFIT CORPORATION, HERINAFTER CALLED "FGD," AND _____, HEREINAFTER CALLED "SPONSOR."

IN CONSIDERATION OF THOSE MUTUAL PROMISES AND TERMS AND CONDITIONS SET FORTH HEREAFTER, THE PARTIES AGREE AS FOLLOWS:

- ~ CONTRIBUTION PACKAGE (PLEASE INDICATE CHOICE BY MARKING WITH AN "X".
CHOOSE ONE FROM EACH COLUMN)

SPONSORSHIP LEVEL	EVENT SPONSORING
<input type="checkbox"/> Event Contributor \$ _____ Sponsorship (\$300.00 or less)	<input type="checkbox"/> 3x3 Basketball (2-Day Event)
<input type="checkbox"/> \$350.00 Sponsor	<input type="checkbox"/> Golf Tournament
<input type="checkbox"/> \$500.00 Sponsor, 2 Shirts, M__ L__ XL__ 2XL__	<input type="checkbox"/> Children's Entertainment (2-Day Event)
<input type="checkbox"/> \$750.00 Sponsor, 2 Shirts, M__ L__ XL__ 2XL__	<input type="checkbox"/> Festival in the Park (2-Day Event)
<input type="checkbox"/> \$1,500.00 Sponsor, 4 Hooded Sweatshirts, M__ L__ XL__ 2XL__	<input type="checkbox"/> Volleyball
<input type="checkbox"/> \$3,500.00 Sponsor, 6 Hooded Sweatshirts, M__ L__ XL__ 2XL__	<input type="checkbox"/> Horseshoes
	<input type="checkbox"/> Dodgeball

~ TERMS

- SPONSOR WILL PROVIDE THE FOLLOWING:

- BANNERS FOR DISPLAY
- LOGO FOR USE IN ADS

~ FGD WILL PROVIDE THE FOLLOWING:

- SEE ATTACHED SPONSOR SHEET

~ EVENT

- 2013 FLAMING GORGE DAYS ANNUAL CELEBRATION. THE EVENT WILL COMMENCE ON THE 27TH DAY OF JUNE AND WILL END ON THE 29TH DAY OF JUNE, 2013.

~ PAYMENT

- ALL MONEY DUE FROM SPONSOR AS AGREED WITHIN THIS AGREEMENT WILL BE PAID TO FGD NO LATER THAN THE 1ST DAY OF APRIL, 2013.

SPONSOR SIGNATURE

PRINTED NAME

CONTACT NAME

HOLLY MOFFIT
SPONSORSHIP CHAIR
FLAMING GORGE DAYS, INC.
(307) 875-7122/(307) 871-9036

MAIL TO: FLAMING GORGE DAYS, INC.
P.O. BOX 867
GREEN RIVER, WY 82935

FAX: GREEN RIVER CHAMBER OF COMMERCE
(307) 872-6192

11:56 AM
12/20/11
Accrual Basis

Flaming Gorge Days, Inc.
Profit & Loss
January 1 through December 20, 2011

Jan 1 - Dec 20, 11

Ordinary Income/Expense	
Income	
Beverage Income	2,634.10
Concert Income	2,435.50
Dodge Ball	865.00
Festival in Park Income	3,700.00
Friday Day Beer	1,513.00
Friday Night Beer	22,943.00
Horseshoe Income	588.00
Misc. Income	171.53
Other Event Income	700.00
Parade Fee	510.00
Parade Income	1,690.00
Parking Income	2,190.00
Saturday Day Beer	7,557.00
Saturday Merchandise	2,838.00
Saturday Night Beer	27,951.00
Sponsorship	34,800.00
Ticket Sales- Combined	70,160.00
Ticket Sales- Friday Concert	22,407.00
Ticket Sales - Saturday Concert	42,400.00
Volleyball Income	1,400.00
Total Income	249,453.13
Expense	
3X3 Basketball Expense	4,273.00
Adult Games Expenses	1,725.79
Advertising	16,216.31
Beer Expenses	31,183.27
Berverage Expenses	1,369.00
Childrens Entertainment	5,159.00
Concert Expenses	164,136.65
Equipment Rental and Maintenanc	700.00
Event Expense	4,434.70
Festival In The Park	1,505.93
Golf Expense	500.00
Insurance - nonemployee	4,315.68
Licensing Fees	611.63
Membership Dues	100.00
Office Expenses	150.00
Other Miscellaneous Expenses	670.30
Parade Expenses	3,323.43
Postage and Delivery	35.20
Printing and Reproduction	1,041.23
Professional Services fees	1,067.53
Rent	420.00
Security Expenses	9,620.00
Sponsorship Expenses	219.22
Stage	3,712.95
Storage Rental	960.00
Supplies and Materials	100.00
VIP Tent Expense	3,273.24
Total Expense	260,824.06
Net Ordinary Income	-11,370.93
Net Income	-11,370.93

10:13 AM
03/01/13
Accrual Basis

Flaming Gorge Days, Inc.
Profit & Loss
January through December 2012

	<u>Jan - Dec 12</u>
Ordinary Income/Expense	
Income	
Adult Games Income	3,027.00
Concert Income	110.00
Concessions Income	2,000.00
Festival In Park Income	5,395.00
Friday Day Beer	2,144.00
Friday Night Beer	16,354.00
Parade Fee	30.00
Parade Income	835.00
Parking Income	2,039.75
Saturday Day Beer	6,176.00
Saturday Night Beer	26,265.00
Sponsorship	70,300.00
Ticket Sales- Combined	50,765.65
Ticket Sales- Friday Concert	23,552.00
Ticket Sales - Saturday Concert	72,669.00
Total Income	<u>281,652.40</u>
Expense	
04 Expenses	1,005.41
3X3 Basketball Expense	2,900.00
Advertising	17,586.68
Beer Expenses	36,839.00
Childrens Entertainment	5,159.00
Committee Expenses	1,135.67
Concert Expenses	163,739.97
Dodgeball	209.14
Event Expense	5,516.08
Festival In The Park	1,080.00
Insurance - nonemployee	3,353.68
Licensing Fees	0.00
Membership Dues	1,860.00
Parade Expenses	229.00
Parking Expense	450.00
Postage and Delivery	56.00
Professional Services fees	1,104.99
Rent	420.00
Security Expenses	11,401.22
Stage	660.60
Ticket Sales Expense	4,600.00
VIP Tent Expense	4,420.67
Total Expense	<u>263,927.11</u>
Net Ordinary Income	<u>17,725.29</u>
Net Income	<u>17,725.29</u>

NOTICE OF THE SWEETWATER COUNTY BOARD OF EQUALIZATION'S
INTENT TO REPEAL OLD PROCEDURAL RULES FOR CONTESTED CASE
HEARINGS AND TO ADOPT NEW RULES OF PROCEDURE

The Sweetwater County intends to adopt new rules of procedure for contested cases pursuant to W.S. 16-3-102(a)(i), and to repeal all previous rules of procedure.

The rules that are intended for adoption address the procedures to be used for hearings before the Sweetwater County Board of Equalization when taxpayers contest the assessed value of their property.

All interested persons may present their views regarding the proposed new rules by putting their views in writing and delivering the document to the Sweetwater County Clerk, 80 West Flaming Gorge Way, Green River, WY 82935. All submissions to the Sweetwater County Clerk shall be either postmarked or delivered to the Sweetwater County Clerk on or before May 20, 2013.

The proposed rules will be available for inspection at the Sweetwater County Clerk's Office, 80 West Flaming Gorge Way, Green River, WY. for at least forty-five (45) days.

The proposed rule change meets minimum substantive state statutory requirements.

Approved in Green River, WY this ____ day of April, 2013

The Sweetwater County Commission

Wally J. Johnson, Chairman

**RULES OF PRACTICE AND PROCEDURE FOR APPEALS
BEFORE THE SWEETWATER COUNTY BOARD OF EQUALIZATION
INVOLVING TAXATION MATTERS**

Section 1. Authority: These Rules of Practice and Procedure are promulgated by authority of W.S. §39-13-102, and §16-3-101, et seq.

Section 2. Purpose of Rules: These rules are intended to provide a uniform and understandable process for appeals from administrative decisions of the Assessor or the County Board of Equalization (Board) and to provide for the fair and just disposition of such appeals.

Section 3. Application of Rules: These rules apply to all appeals brought before the Board concerning those matters administered by the Assessor under Title 39 of the Wyoming Statutes, Taxation and Revenue. Specifically, these rules shall apply to appeals authorized in Title 39 of the Wyoming Statutes and brought before the Board from any final assessment of the Assessor.

Section 4. Construction: These rules are to be liberally construed to assure the unbiased, fair, expeditious and impartial conduct of proceedings. Board of Trustees v. Spiegel, Wyo., 549 P.2d 1161 (1976); Wyoming Board of Equalization v. State, ex rel. Basin Electric Power Cooperative, Wyo., 637 P.2d 248 (1981); Ririe v. Board of Trustees, Wyo., 674 P.2d 214 (1983); and ANR Production Co. v. Wyoming Oil & Gas, Wyo., 800 P.2d 492 (1990).

Section 5. General Course of Contested Case Procedures: Unless otherwise provided by law, the course of proceedings is governed by the contested case provisions of the Wyoming Administrative Procedure Act, "WAPA," W.S. §16-3-101 et seq. (as amended).

Section 6. Definitions: For the purpose of appeals brought before the Board under these rules, the following definitions shall apply:

(a). Appeal: A proceeding before the Board in which a taxpayer challenges the assessor's determination of value for his or her property. An appeal is a contested case as that term is defined in W.S. §16-3-101(b)(ii).

(b). Board: The County Board of Equalization as set forth in W.S. §39-13-102(c).

(c). County Clerk: The County Clerk shall serve as the clerk to the Board, and shall attend all hearings as set forth in W.S. §39-13-102(c).

(d). Parties: The Petitioner who is seeking relief before the Board and the Sweetwater County Assessor.

(e). Petitioner: Any person, firm, corporation, partnership or association who files an appeal seeking relief from any final administrative decision of the Assessor regarding the assessed value of their property.

(f). Hearing Officer: The Presiding Officer in a contested case as set forth in W.S. §16-3-112.

(g). Taxpayer returns and return information: Shall include, but not be limited to, all statements, reports, summaries and all other data and documents under audit or provided by the taxpayer in accordance with law. See W.S. § 39-13-102(q) (i).

Section 7. Meeting of the Board: The Board shall meet no earlier than the fourth Tuesday in April to consider current year assessments.

Section 8. Commencement of Appeals: Any person wishing to contest an assessment of his or her property shall file a statement with the County Assessor no later than thirty (30) days after the date of the assessment schedule. Said statement must be received by the County Assessor's Office with original signature no later than 5:00 p.m. on the 30th day (if the 30th day falls on a weekend or holiday, the statement shall be filed by 5 p.m. the next business day).

(a). The statement shall include:

(i). The name, mailing address and phone number of the Petitioner;

(ii). The account number, location of the property, legal description (if real property);

(iii). A concise statement of the facts, issues and objection which the Petitioner considers relevant to the assessment of the property;

(iv). A concise statement as to the relief desired;

(v). A reference to the statutes, rules or orders that may apply, if known;

(b). Any statement not timely filed, or not completed in accordance with these rules may result in the appeal being dismissed.

(c). The County Assessor shall provide a copy of the statement to the County Clerk as Clerk of the County Board of Equalization.

(d). The Petitioner shall be notified by the Clerk of the Board of the date and time the appeal will be heard, either in person at the time the appeal is filed, or by letter or telephone.

Section 9. The Hearing: Submission of evidence or witnesses:

(a). The County Assessor and the Petitioner, or his or her agent, in accordance with W.S. 39-13-109(b) (i), shall disclose witnesses and exchange information, evidence and documents relevant to the appeal, including sales information from relevant statements of consideration if requested, no later than fifteen (15) days prior to the scheduled Sweetwater County Board of Equalization Hearing. The Assessor shall specifically identify the sales information used to determine the market value of the property under appeal.

(b). Failure to file evidence, documents or list witnesses will result in exclusion of said evidence or documents from consideration by the Board.

(c). The taxpayer may present any credible evidence, including expert opinion testimony, to rebut the presumption in favor of a valuation asserted by the County Assessor.

Section 10. Ex Parte Discussions: Except to the extent authorized by law, the Board, staff members of the Board, and any hearing officer designated by the Board are prohibited from engaging in ex parte discussions with any individual or party on any material fact at issue after commencement of a case until its final disposition. If ex parte communication is unavoidable, the official involved shall:

(a). Immediately draft a written document or summary setting forth the contents and circumstances of the communication;

(b). Mail the document to all parties to the proceeding and all other officials involved in the decisional process; and

(c). Indicate that the matter covered in the communication will be considered at the next scheduled hearing relating to the case, or as otherwise scheduled with notice to all parties.

Section 11. Motions:

(a). An application for a Board Order shall be by motion, which unless made during the conduct of a hearing, shall be in writing and shall state with particularity the grounds and the relief or order sought. Written motions shall advise the parties that should they wish to contest the motion, they must file a written response, serving copies on the Board and all parties within fifteen (15) days of service of the motion. The response shall set forth the parties objection to the motion. Motions shall be filed no later than twenty (20) days prior to the hearing, with the exception of a motion to continue the hearing pursuant to Section 12.

(b). Absent a request for hearing by moving party or any party affected by the motion, the Board may, in its discretion, determine the motion without a hearing. A motion not determined within ninety (90) days after filing shall be deemed denied. The Board may, upon reasonable notice to all parties, hear orally or otherwise, any motion filed in connection with hearings under these rules.

Section 12. Continuances and Extensions of Time:

(a). Generally, motions requesting continuances or extensions of time are disfavored, yet they may be granted sparingly and only upon a showing of good cause or when necessary to assure fairness and otherwise avoid manifest injustice.

(b). Unless time does not permit, motions for a continuance of any scheduled hearing shall be in writing, shall state the reasons therefore and shall be filed and served to all parties.

(c). Motions for an extension of time for the doing of any act prescribed or allowed by these rules or by an order of the Board, shall be filed and served on all parties prior to the expiration of the applicable time period.

Section 13. Discovery, Generally: Unless otherwise prohibited by law or limited by these Rules or Board order, the taking of discovery shall be available to the parties in accordance with the provisions of W.S. §16-3-107.

(a). The Board may issue discovery and protective orders in accordance with WAPA.

(b). Unless otherwise ordered by the Board, all discovery must be complete and any submission of exhibits, witnesses or other evidence fifteen (15) days prior to the date of the hearing, pursuant to Section 9(a), (b) and (c) herein.

(c). Unless otherwise ordered, discovery documents shall not be filed with the Board, except in support of a motion to compel or as evidence.

(d). Board orders may be enforced as provided by law.

Section 14. Subpoenas:

(a). Subpoenas for appearance and to produce books, papers, document or exhibits shall be issued by the Board, upon written motion of any party, or on the Board's own motion, pursuant to W.S. §16-3-107.

(b). Subpoenas may be enforced pursuant to W.S. §16-3-107(c).

Section 15. Hearing: The Petitioner may represent himself at the hearing, he or she may be represented by a person designated by the Petitioner, or the Petitioner may be represented by an attorney who is duly authorized to practice law in the State of Wyoming or is associated at the hearing with one or more attorneys authorized to practice law in Wyoming. No adjustment in an assessment shall be granted to or on behalf of any person who willfully neglects or refuses to attend a meeting of the County Board of Equalization and be examined or answer any material question upon the Board's request. The Assessor may be represented by himself, any of his/her employees or designee, or an attorney employed by Sweetwater County.

Most information relating to the assessed value of Petitioner's property is confidential under the pertinent Wyoming Statutes. The Petitioner's tax returns and all return information is confidential. W.S. § 39-13-102(q)(i). Statements of consideration are also confidential. See W.S. § 34-1-142(e) and Section 24 herein. Because this information exists as the core of both parties' presentation of evidence regarding assessed value, the hearing should be closed to the public in most instances. Only the Petitioner or his agent and Petitioner's legal counsel, the County Assessor and his/her deputies and the County Assessor's legal counsel, the members of the Board, the Hearing Officer, Board Counsel, the County Clerk and/or his or her assigned deputies, and the Court Reporter may attend the hearing.

The Hearing Officer shall regulate the course and conduct of the hearings to ensure that all parties understand that statements of consideration and Petitioners' tax returns are recognized as confidential.

Section 16. Burden of Going Forward; Burden of Proof: Except as specifically provided by law or in this section, the Petitioner shall have the burden of going forward and the ultimate burden of proof.

Section 17. Order of Procedure at Hearing: As nearly as possible, hearings shall be conducted in accordance with the following order of procedure:

(a). The Hearing Officer, who shall conduct the hearing, shall announce that the hearing is convened and shall indicate the appeal to be heard. The Hearing Officer will then read the Appeal in to the record and shall note for the record all appearances of record.

(b). The Hearing Officer shall then take up any motions or preliminary matters to be heard.

(c). Opening statements will be heard at the discretion of the Board.

(d). The Hearing Officer, in addition to the authority granted and enumerated under W. S. §16-3-112, shall make any necessary rulings regarding the conduct of the hearing and shall rule on the admissibility of evidence based on the Wyoming Rules of Evidence, to the extent their application is not inconsistent with an administrative contested case proceeding conducted under the WAPA.

(e). The Petitioner, or his designated agent, or his/her attorney then presents his/her evidence after which the Assessor or his/her representative shall present the evidence. Evidence may be presented through witnesses, oral statements, and/or documentary evidence. Each party shall have the opportunity to cross-examine witnesses on any matter relevant to the issues even though the matter was not covered in direct examination. Any objection to testimony or evidentiary offers should be directed to the Hearing Officer and the basis of the objection stated. The Hearing Officer shall rule on all such objections. The members of the Board may ask questions of any party or any witness for the purpose of clarifying their understanding of the case.

(f). Closing statements may be made at the conclusion of the presentation of evidence by both parties. These statements may include summaries of the evidence and legal arguments.

(g). After all proceedings have been concluded, the Board shall dismiss and excuse all witnesses and declare the hearing closed. The Board shall take the appeal under advisement and shall advise the parties. The decision of the Board shall be announced within due and proper time following consideration of all matters presented at the hearing.

Section 18. Rules of Evidence: All evidence which is not irrelevant, immaterial or unduly repetitious, shall be admitted at the hearing. The Wyoming Rules of Evidence, to the extent their application is not inconsistent with an administrative contested case proceeding conducted under the WAPA, shall be applied by the Hearing Officer. The Board will give effect to the rules of privilege recognized by law.

Section 19. Record of Proceedings: Minutes of the hearing shall be taken and filed with the Clerk to the Board. Minutes shall include all pleadings, notices, motions, rulings, documentary evidence, oral statements, proposed findings, objections thereto, ruling on said objections, and the final order. A copy of such minutes will be furnished to any party upon written request to the Board and the payment of a reasonable fee. If one or more parties desire the hearing transcribed by a certified Court Reporter, they must make the necessary arrangements and bear the cost thereof.

Section 20. Inspection of File: Each party, or his/her representative(s), shall be permitted to inspect and copy, at their own expense, at the offices of the Board, all documents on file in the appeal, that are permitted by law to be copied and released.

Section 21. Decision of the Board:

(a). The Board shall, following the full and complete hearing, make and enter a written decision containing finding and facts and conclusions of law no later than the first Monday in August. Such decisions will be recorded into the minutes and filed with the Clerk of the Board. Upon filing, the Clerk will send a copy to the Petitioner by registered mail with a return receipt requested.

(b). The County Board of Equalization has no power to and shall not set tax policy nor engage in any administrative duties concerning assessments which are delegated to the State Board of Equalization, the Department of Revenue or the County Assessor.

Section 22. Appeal to the State Board of Equalization: Any Petitioner aggrieved or adversely affected by a final decision of the Board in an appeal as described herein, is entitled to appeal to the State Board of Equalization pursuant to W.S. §39-11-102.1(c).

Section 23. Severability: If any portion(s) of these rules are to be found invalid or unenforceable, the remainder shall be in effect.

Section 24. Statements of Consideration Confidential:

(a). Any person or agent who contests his or her property tax assessment in a timely manner, as provided by law and these rules, is entitled to review statements of consideration for properties of like use and geographic area available to the County Assessor, and all other information used by the County Assessor in determining the value of the property at issue.

(b). Pursuant to W.S. 34-1-142(e), "The statement of consideration is not a public record and shall be held confidential by the county clerk, county assessor, the state board of equalization, the department of revenue and when disclosed under subsection (g) of this section,

any person wishing to review or contest his property tax assessment or valuation and the county board of equalization.”

(c). Statements of consideration shall not be subject to discovery in any other county or state proceeding.

(d). Pursuant to W.S. §34-1-144, “It is a misdemeanor for a person to willfully falsify or publicly disclose, except as specifically authorized by law, any information on the statement of consideration required by W.S. §34-1-142 and W.S §34-1-143. Upon conviction, the offender is subject to fine of not more the seven hundred and fifty (\$750.00) dollars, imprisonment of not more than six (6) months, or both.”

ADOPTED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS OF
SWEETWATER COUNTY, WYOMING

Wally Johnson, Chairman

ATTEST:

Dale Davis,
Sweetwater County Clerk

**Sweetwater County
Board of County Commissioners
Public Meeting**

April 2, 2013

**Land Use
Agenda and Staff Report**

Prepared by:

**Sweetwater County Land Use
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
(307) 872-3914**

Board of County Commissioners

Public Hearing Agenda

April 2, 2013

**County Commissioner's Meeting Room
80 West Flaming Gorge Way
Green River, WY 82935**

Public Hearings

1. Sam Garcia / Gilbert Garcia
Conditional Use Permit
Temporary Housing
2. Mike & Carol Fritzler
Home Occupation Permit, Type III
Signs and Appliance Repair
3. Ray and Shirley Black
Conditional Use Permit
Vehicle Impound and Storage

Public Hearing #1

Sam Garcia / Gilbert Garcia

Conditional Use – Temporary Housing

Public Comments

Carl & Barbara Tomasini Living Trust, 410 Fairview Lane, recommend this permit be issued.

Agency Comments

- CIG & Wyoming Interstate Company: no concerns.
- SWC Emergency Management: issue
- Questar Gas: issue
- SWC Code Enforcement: Requires 2012 IFC Inspection
- SWC Health: If this is on public sewerage there is no need for septic system
- SWC Engineering: Address & Access Permits have been obtained

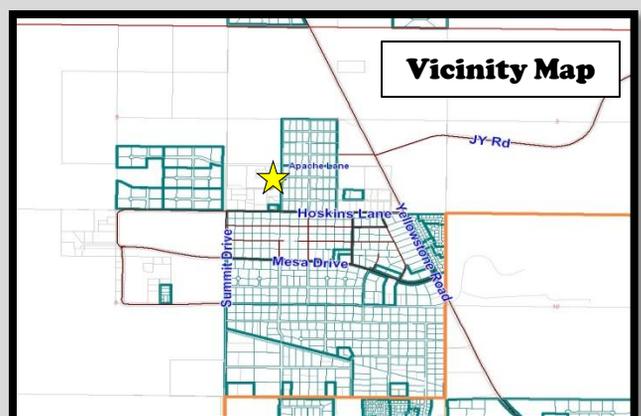
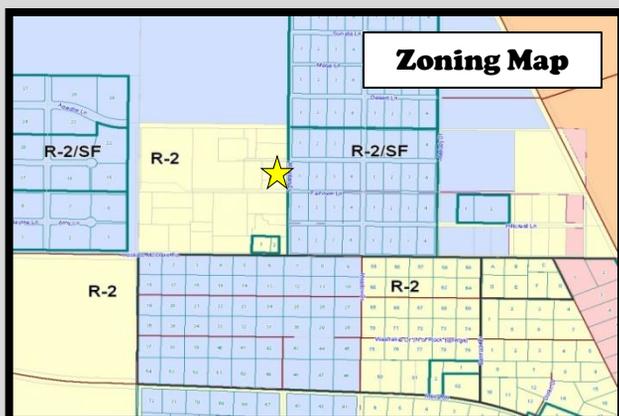
Staff Comments

This Conditional Use Permit request for Temporary Housing is for a 5 year term with the applicant proposing to use the property for up to six months out of the year. Staff is supportive of this request.

P&Z Recommendation:

The Planning & Zoning Commission held a public hearing on this request on March 13, 2013, and by a vote of 5-0 recommended approval of this request subject to the following conditions:

1. The Conditional Use Permit is personal to the applicant
2. Applicant is to comply with the terms and conditions specified in the application and to include the months of May and October.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.



RECOMMENDATION 13-03-ZO-01

SAM GARCIA AND GILBERT GARCIA CONDITIONAL USE PERMIT TEMPORARY HOUSING

WHEREAS, Gilbert Garcia and Sam Garcia have requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution for Temporary Housing. This application is to be located a parcel of land owned by Sam Garcia and described as:

A piece, parcel or tract of land lying in the Southwest Quarter of the Southwest Quarter of Section 4, in Township 19 North, Range 105 West, Sweetwater County, Wyoming and being more particularly described as follows, to-wit:

Beginning at a point on the westerly extension of the north lot line of Lot One, Block Twelve of the El Rancho Estate Subdivision No. 2 as filed in the County Courthouse, Green River, Wyoming and at a distance of 30.0 feet from the northwest corner of said Lot 1, Block 12; Thence South 0°20'50" West for a distance of 192.5 feet to a point; Thence North 89°39'10" West for a distance of 229.2 feet to a point; Thence North 0°20'50" East for a distance of 192.5 feet to a point; Thence South 89°39'10" East for a distance of 229.2 feet to the point of beginning, said parcel containing an area of 1.01 acres, more or less.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on March 13, 2013 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Conditional Use with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application and to include the months of May and October.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 13th day of March, 2013.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

James Reinard, Chairman

RESOLUTION 13-03-ZO-01

SAM GARCIA AND GILBERT GARCIA CONDITIONAL USE PERMIT TEMPORARY HOUSING

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Beginning at a point on the westerly extension of the north lot line of Lot One, Block Twelve of the El Rancho Estate Subdivision No. 2 as filed in the County Courthouse, Green River, Wyoming and at a distance of 30.0 feet from the northwest corner of said Lot 1, Block 12; Thence South 0°20'50" West for a distance of 192.5 feet to a point; Thence North 89°39'10" West for a distance of 229.2 feet to a point; Thence North 0°20'50" East for a distance of 192.5 feet to a point; Thence South 89°39'10" East for a distance of 229.2 feet to the point of beginning, said parcel containing an area of 1.01 acres, more or less.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 2, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application and to include the months of May and October.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.

Dated this 2nd day of April, 2013.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Sweetwater County, Wyoming Conditional Use Permit Application

Sweetwater County Community Development
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$150.00

Date of Submittal: 4/11/2012
Permit Number: 12-012
Present Zoning: R-2
PID: 04- 1905 - 04 - 3 - 00 - 012 - 05

(Office Use Only)

Conditional Use Permit Resolution # _____ Date: _____

Approved Approved with Conditions Denied

Date of Action: _____ Signature: _____
Community Development Official

INSTRUCTIONS: Prior to completing your application, it is strongly recommended that you schedule and attend a pre-application meeting with Sweetwater County Engineering and Community Development.

Completely fill out application. Attach all required supporting documentation. Incomplete and/or illegible applications will be returned. As a condition of approval of your Conditional Use Permit, you must obtain all necessary County Health, County Engineering and County Zoning Permits (septic permit, address & access permits, construction, use etc.) before you can establish the use of your property or commence construction. Additional information may be required following review of your application by the staff for public hearings before the Planning and Zoning Commission or the Board of County Commissioners. Such additional information must be provided before your application is approved or forwarded to the next level of review. By act of submittal the applicant certifies that information submitted is true, accurate and complete and authorizes the county to rely on the veracity of such information and certification.

PROPERTY INFORMATION:

County Assigned Address: 1281 Mountain Drive Lot Size: 1.01 (acres)

Project Location: Quarter: NE/4SW/4 Section: 4 Township: 19 Range: 10S

UNPLATTED Subdivision Name: El Rancho Estates Subdivision No. 2 Lot: 1 Block: 12

Property Identification Number: 04 - 1905 - 04 - 3 - 00 - 012 - 05

GENERAL INFORMATION:

Gilbert Garcia
Applicant Name

P.O. Box 2435 Rock Springs WY 82902
Applicant Mailing Address

307-389-9912 dsgr82902@gmail.com
Telephone/Email

Agent Business Name & Primary Contact

Agent Mailing Address

Telephone/Email

Sam Garcia
Land Owner of Record

P.O. Box 535 Bosque, NM 87006
Owner's Mailing Address

505-861-2301
Telephone/Email

Engineer/Contractor Business Name & Primary Contact

Engineer/Contractor Mailing Address

Telephone/Email

**RECEIVED
APR 11 2012**

SWC LAND USE

229.2 Feet

Fire Hydrant

1.01 acres

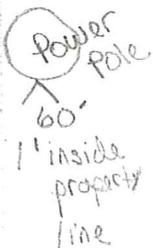
RECEIVED
APR 11 2012
SWC LAND USE

Property Line

Property Line

197.5 Feet

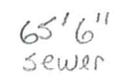
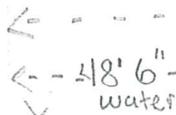
197.5 Feet



Overhead Power Line



Property Line



229.2 Feet
Property Line

natural gas main 5' deep

Road

sewer main
15' deep

North

Fire Hydrant

1281 Mountain Drive

Fire Hydrant

Current and Proposed Structures and Use Information**Briefly answer the following questions:**

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.

Using a RV spot for temporary use see below.

What new structures do you propose to build and describe the proposed uses within those structures (include construction type, foundation type and dimensions for each structure)? Use additional paper if necessary.

no structures, use existing gravel pad

Duration of Use and Hours of Operation

Duration of Use: How long do you propose to operate your conditional use? What is the time frame for the operation of your proposed conditional use are you requesting?

for a 5 year period,
for the time period as
summer months



to be used randomly thru out the period
June, July, August, September

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation?

N/A

Water, Sewer and Fire Protection Information

Water Supply: Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

white mt. water & sewer

Sewage Disposal: Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-3930.

white mountain water & sewer

WHITE MOUNTAIN WATER AND SEWER DISTRICT
P.O. BOX 2221 • ROCK SPRINGS, WYOMING 82902

RECEIVED

APR 11 2012

SWC LAND USE

WATER HOOKUP PERMIT

PROPERTY OWNER: Sam Garcia PURCHASE DATE: 10/13/2011

SERVICE ADDRESS: 1281 Mountain Drive

MAILING ADDRESS: P.O. Box 535 Bosque, NM 87006

TELEPHONE (HOME): 505-861-2301 WORK: _____

LEGAL DESCRIPTION

SUBDIVISION: _____ SECTION: _____ BLOCK: _____ LOT: _____

DESC: _____

TYPE OF PERMIT _____ SIZE OF LINE _____

RESIDENTIAL X COMMERCIAL _____ 3/4" X 1" _____

INDUSTRIAL _____ MIXED _____ 1 1/2" _____ 2" _____

NAME OF CONTRACTOR / COMPANY: _____

PAYMENT INFORMATION:

CASH: _____ MONEY ORDER: _____ CHECK: X CHECK#: 1065

RECEIPT NUMBER: _____ BANK: _____

TOTAL RECEIVED: \$ 1300.00 BY: Dawn Hansen TITLE: Secretary DATE: 10/13/2011

BY SIGNING THIS PERMIT, I UNDERSTAND AND AGREE TO THE FOLLOWING:

- Any physical damage done to the District's systems at the time of connection is the responsibility of the property owner.
- I must disconnect and separate my existing well from the District's treated water system, and I understand that if I reconnect my well I will be liable for contamination and related expenses.
- I will abide by the rules, regulations and resolutions adopted by White Mountain Water and Sewer District, as well as the Wyoming Publics Works and Construction Standards.
- This permit is only effective for the property legally described herein and is non-transferable and non-refundable.


Signature of Applicant

Meter No. _____ Inspection made by: _____ Date: _____

PERMIT # _____

WHITE MOUNTAIN WATER AND SEWER DISTRICT
P.O. BOX 2221 • ROCK SPRINGS, WYOMING 82902

RECEIVED
APR 11 2012
SWC LAND USE

SEWER HOOKUP PERMIT

PROPERTY OWNER: Sam Garcia PURCHASE DATE: 10/13/2011

SERVICE ADDRESS: 1281 Mountain Drive

MAILING ADDRESS: P.O. Box 535 Bosque, NM 87006

TELEPHONE (HOME): 505-861-2301 WORK: _____ ZONING: _____

LEGAL DESCRIPTION

SUBDIVISION: _____ SECTION: _____ BLOCK: _____ LOT: _____

DESC: _____

TYPE OF PERMIT

SIZE OF LINE 4"

RESIDENTIAL

COMMERCIAL _____

NUMBER OF RESTROOMS: _____

INDUSTRIAL _____

MIXED _____

OTHER FACILITIES: _____

DESCRIBE: _____

PAYMENT INFORMATION: CASH: _____ MONEY ORDER: _____ CHECK: CHECK#: 1065

RECEIPT NUMBER: _____ BANK: Rock Springs Nat'l.

TOTAL RECEIVED: \$ 2150.00 BY: Dawn Hansen TITLE: Secretary DATE: 10/12/2011

BY SIGNING THIS PERMIT, I UNDERSTAND AND AGREE TO THE FOLLOWING:

- I, as property owner, do hereby agree to comply with Sewer Hookup regulations set forth in District Resolutions (see enclosed information packet) concerning connection, system use, usage and permit fees. I also agree to abide by all terms and conditions of the White Mountain Water and Sewer District's excavation policies.
- I further understand that this permit is only valid for the property described herein and is non-transferable and non-refundable.

Certified to under penalty of perjury, I, do solemnly swear that the above information is true and correct and I hereby agree to notify the District of any changes in the above information.



Signature of Applicant

- I as Contractor for the above identified individual(s) do hereby agree to comply with Wyoming Public Works and Wyoming Construction Standards, as well as District's Resolutions and regulations concerning excavation and hookup specifications (see enclosed information packet), and further understand that, as Contractor, I am responsible for any damage done to the sewer and water system by me while in the employ of said individual(s).

NAME OF APPROVED CONTRACTOR/COMPANY _____

Signature of Contractor _____

WHITE MOUNTAIN WATER AND SEWER DISTRICT
P.O. BOX 2221 • ROCK SPRINGS, WYOMING 82902-2221
(307) 362-3937

PRESENTED BY: CITY OF ROCK SPRINGS - ATTN: JEFF TUTTLE-9

ADDRESS: 212 'D' STREET, ROCK SPRINGS, WY 82901

Certified to under penalty of perjury, I, Jeff Tuttle, do solemnly swear that the within account is correct, reasonable, and just, and that no part of the same has been paid by the White Mountain Water and Sewer District, or by any individual.

Signed this 3rd day of November 2011

Signature Jeff Tuttle

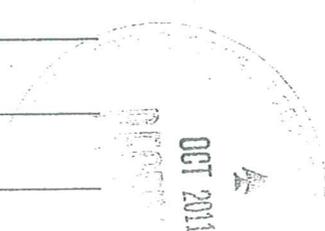
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APR 11 2012
SWC LAND USE

All claims against the White Mountain Water and Sewer District must be itemized on this voucher by date, invoice number and amount. Duplicate invoices must be filed with statement. Claim must reach the White Mountain Water and Sewer District office before the 5th day of the month or the bill will not be processed until the following month.

CLAIMS AGAINST THE WHITE MOUNTAIN WATER AND SEWER DISTRICT MUST BE ITEMIZED IN THE SPACE PROVIDED BELOW			
DATE	PERMIT #	ADDRESS OR LOCATION	AMOUNT
10/13/11	Not yet assigned	1281 Mountain Drive <u>GARCIA</u>	\$1,950.00
OFFICE CODE - 103-10-5105			
TOTAL AMOUNT DUE			\$1,950.00

APPROVED BY BOARD:

W. P. Shroyer
Hay Hain
Kenneth D. Neuh



DATE PAID 11-9-11
 CHECK # 185
 ACCT # 3-1541-1

Fire Protection. All developer shall comply with the most recently adopted edition by Sweetwater County of the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920.

fire hydrant located on corners of Mountain Drive & Fairview
Mountain Drive & Valley View - see site map

Parking, Loading and Vehicles

Vehicles: Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and show on your site plan where they are stored or parked.

one 40 foot motorhome with towed vehicle

Parking: Describe how many parking spaces your proposed use will require and estimate how many of these will be for customers and how many will be for employees. Show parking spaces on site plan. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces?

for vehicles listed above

Loading Areas: Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show loading area on site plan. Identify the number, size, and location of loading spaces required on your site plan.

N/A

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe how you will mitigate traffic and safety concerns. Please show access plan to property on your site plan.

existing access off of Mountain Drive

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SWC LAND USE

Health and Safety Issues

Combustible/Flammable/Hazardous/Explosive/Radioactive Fuels, Wastes and Materials: For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Sweetwater County Emergency Management at (307) 922-5370.

no combustibles or flammables stored on site except for that which is contained in vehicles

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated, how they will be stored until disposed, how you propose to dispose of these wastes and frequency of disposal.

use trash disposal os grandson next door

Outside Work: Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.

N/A

External Effects: Describe any noise, lights, odors, glare, emissions or other off premise affects that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.

N/A

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.

N/A

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial uses a drainage plan certified by a Wyoming Licensed Professional Engineer will be required.

N/A

Hillside Protection: Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Hillside Management Plan certified by a Wyoming Licensed Professional Engineer is required in preparing your site and access plans.

N/A

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SWC LAND USE

Dust and Erosion Control Plan: Describe in detail your plans to stabilize your site in order to control blowing dust and runoff from your property. Describe any structures you plan to build to control manure or other runoff. Show over lot drainage and how it enters onto your neighbor's property on your site plan.

N/A

Aesthetic Considerations

Sweetwater County encourages development in a manner that maintains or improves the aesthetic appearance of our communities. The developer is encouraged to address the following suggested site plan elements in their project and to implement their own ideas to improve aesthetics and enhance development.

Landscaping: Describe and show on site plan how you plan to implement and maintain any proposed landscaping.

leaving natural

Lighting: Describe your plans for exterior lighting and show on site plan. The County encourages down focused sodium vapor lighting to avoid glare and at least one exterior light for security purposes.

none

Building Style: Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well.

none

Signs: Describe the nature and location of any signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

none

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property and show on site plan.

none

Screening/Fencing: Describe your plans for screening exterior storage. Describe the type of screening material, color, height and how you plan to maintain the screening. Show areas to be screened on site plan.

existing space -

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APR 11 2012
SWC LAND USE

Scenic and Highway Frontage Areas: Describe in detail and show on site plan your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas?

N/A

Growth Management Area: Agriculture Supplemental Regulations

If you plan to establish animals for commercial or private use on Agriculturally zoned land within the Growth Management Area, please answer the following questions:

Conditional Use Permit Overlay for Animals for Private Use on Agriculturally zoned land within the Growth Management Area: If you plan to establish animals for private use please check one of the following that applies to the location of your parcel:

- Agriculturally zoned land within 1/4 mile of a CRS, B, C, I-1, R-1, R-3, or MH zoning district.
- Agriculturally zoned land one mile from the boundaries of an incorporated city.
- Agriculturally zoned land outside of one of the above areas. If you check this box, a Conditional Use Permit is not needed.

Conditional Use Permit Overlay for Animals for Commercial Purposes on Agriculturally zoned land within the Growth Management Area. If you are planning to establish animals for commercial purposes on agriculturally zoned land within the Growth Management Area, describe your proposed Commercial Use below. Such commercial use could include corrals for profit or gain, boarding or keeping of animals, kennels and etc. Commercial Feeding Operations require a zone change.

N/A

Proposed Animal Use: Describe proposed animal use. Include the numbers, types of animals, projected litter sizes and the time frames of animal use and occupation. Show animal use areas on site plan.

N/A

Animal Waste Management: Describe your plans for disposing of solid and liquid animal wastes. Detail your plans for properly managing odors and blowing waste dust and debris. Show on your site plan any waste disposal areas and associated diking or other structures to control the offsite effects of animal wastes. A certified nutrient management plan may be required.

N/A

Animals Feeding Plan: Describe feed and hay storage, feeding operation and plan for minimizing dust and debris resulting from such activities.

N/A

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APR 11 2012
SWC LAND USE

Animal Mortality Plan: Describe your plan for removing dead animals associated with your operation.

N/A

IMPORTANT NOTICES

WETLANDS NOTICE The U.S. Army Corps of Engineers has strict regulations regarding wetlands use and development. What the Corps considers a "wetland" may not be easily recognized as such. Sweetwater County DOES NOT administer any federal wetlands policies or programs. Sweetwater County DOES NOT require any federal wetland permits or approvals when considering your proposed land use. Issuance of a permit DOES NOT indicate that you are in compliance with the Corps' regulations. YOU ARE RESPONSIBLE for identifying wetlands and complying with all applicable regulations. Contact the Corps' Wyoming Regulatory Office in Cheyenne at (307) 772-2300, 2232 Del Range Blvd., Suite 210, Cheyenne, Wyoming 82009.

FLOOD PLAIN INSURANCE Sweetwater County DOES NOT participate in the Federal Flood Insurance Program. National Flood Insurance is not available. In the event of a flood and damage to your property, federal financial aid may not be available. Consult your private insurance carrier. Sweetwater County DOES NOT identify or catalog flood plains or areas prone to flooding. Sweetwater County discourages development in a flood plain as a matter of common sense; but does not prohibit it and your permit will not be denied simply because you may be building in a flood plain. YOU ARE RESPONSIBLE AND LIABLE for the natural consequences of building in a flood plain or an area prone to flooding.

STATE FIRE CODE REQUIREMENTS Wyoming Statute §35-9-108 requires that new construction or remodeling plans for all publicly owned buildings or buildings that are regularly frequented by the public (such as child care centers, night clubs, restaurants, bars, lodge halls, theaters, churches, meeting halls, etc.) be reviewed and approved by the State Fire Marshall (Wyoming Department of Fire Prevention and Electrical Safety, (307) 777-7288, Herschler Buildings, 1st Floor West, Cheyenne, Wyoming 82002). YOU ARE RESPONSIBLE for determining the need for review of your plans by the State Fire Marshall. If your plans are subject to review then submit two (2) complete sets of construction plans to the Sweetwater County Code Enforcement Specialist at 80 Flaming Gorge Way, Suite 23, Green River, WY 82935 (307) 872-3920. The Code Enforcement Specialist will coordinate with the State Fire Marshall's office. YOU ARE RESPONSIBLE for complying with state laws and regulations. Issuance of a County permit does not waive the state review and approval requirement nor does it indicate that you are in compliance with state codes and regulations. If the State Fire Marshall requires changes to a county approved site plan or permit, a revised application and site plan must be submitted to the County.

RECEIVED

APR 11 2012

SWC LAND USE

Applicant Certification

The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the use of and/or construction upon their property.
- Received a copy of the applicable zoning district regulations; have read and understand them; and, will abide by them.
- Provided information that is true, accurate and complete with the intent that the County relies upon such information.
- Accurately identified the legal boundaries of their property.
- Actually located in the ground from a previous survey, or had surveyed and set in the field, permanently and properly marked and monumented lot corners.
- Provided a true, accurate and complete site plan based on legal boundaries and actual lot corners.
- Have an unencumbered legal right to possess, use and occupy the subject property in the manner proposed.
- Grant Sweetwater County, its agents and employees, the right of ingress and egress to their property as reasonably necessary to process this application and to determine compliance with county regulations or conditions of this permit once it is granted.
- Will comply with Conditional Use Permit Conditions as set by the Board of County Commissioners.

Gilbert Garcia
Signature of Applicant (Required)

4-11-2012
Date

Sam Garcia
Signature of Land Owner of Record (Required)

3/29/12
Date

Gilbert Garcia
Print Name

4/11-2012

SAM GARCIA
Print Name

Signature of Agent

Date

Print Name

NOTE:

Applicant = Person legally responsible for construction & operation
Agent = Attach written legal authority to act on behalf of the applicant/owner.
Land Owner of Record = In cases where a signature is hard to obtain, a copy of Lease granting permission for project may substitute for signature.

Note: Provide proof of ownership if you acquired the property within the last year. Applications not signed by the person (or by an authorized agent on behalf of the entity) identified as the owner by the Sweetwater County Assessor's Office will be returned.

229.2 Feet

Fire Hydrant

1.01 acres

Property Line

RECEIVED
APR 11 2012
SWC LAND USE

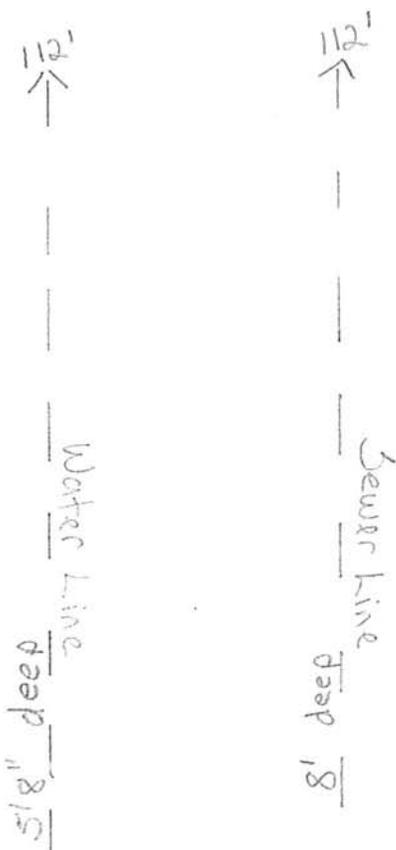
Property Line

192.5 Feet

192.5 Feet



Overhead Power Line



Property Line



Water Main 5' deep

Road

* sewer main
15' deep

North

Fire Hydrant

1281 Mountain Drive

Fire Hydrant

Public Hearing #2

Board of County Commissioners

April 2, 2013

Applicant & Property Owner

Mike & Carol Fritzler
110 Mesa Drive
Rock Springs, WY 82901

Legal Description

Carol Subdivision, Lot 1
04-1905-09-1-08-027-00

Current Zoning

R-2
(Mixed Residential)

Legal Requirements

Adjacent Notices Sent

January 11, 2013

Public Hearing Advertised

January 11, 2013

Sign Posted

February 11, 2013

Services

Access

Cathedral Drive

Water & Sewer

White Mountain WSD

Land Use Presenter

Steve Horton
Planner III
(307) 872-3926

Mike & Carol Fritzler / HOP Type III for AAA Signs / Professional Service Appliance Repair



Summary of Application

This is an application for a Home Occupation Type III for a sign business and appliance repair. The sign business will include computerized vinyl decals and signs. The appliance repair involves service orders from Sears and GE and they make appointments to go to customers homes to repair appliances. The applicant states the home occupation will be operated as follows:

- The applicant requests a 10 year term on the Home Occupation
- One (1) full time family member is employed for the Home Occupation
- The total square footage of the house is 2,520, and the home occupation will utilize 260 square feet
- The area to be used is the garage with a separate entry
- The home does have signage advertising the home occupation consisting of lettering on the garage door, and small awning above the door
- The applicant states there is no outside work or storage, and no hazardous materials
- One pick-up truck is used for the home occupation
- Approximately 1-5 vehicle trips per week are anticipated with the home occupation
- No retail conducted from site, all custom orders for signs

Public Hearing #2

Mike & Carol Fritzler / AAA Signs

Computerized Vinyl Decals & Signs

Public Comments

Danny Adams, 135 Mesa Drive, recommends the permit be issued.

Agency Comments

- City of Rock Springs: In RS Home Occupations required CUP, retail sales not allowed as home occupation, all work in accordance with adopted Ordinances and Fire Code requirements
- SWC Emergency Management: No concerns involving this permit request
- SWC Environmental Health: No comment, non of the Environmental Health Regulations/Rules apply
- SWC Code Enforcement: Requires 2012 IFC Inspection
- SWC Engineering: Address & Access Permits have been obtained
- Century Link: issue
- CIG & Wyoming Interstate Company: no concerns
- Questar: issue

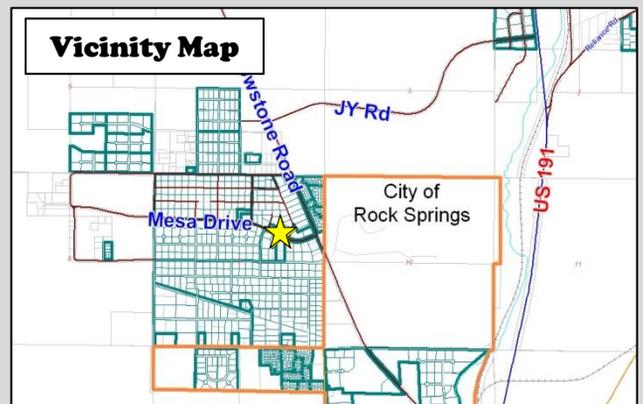
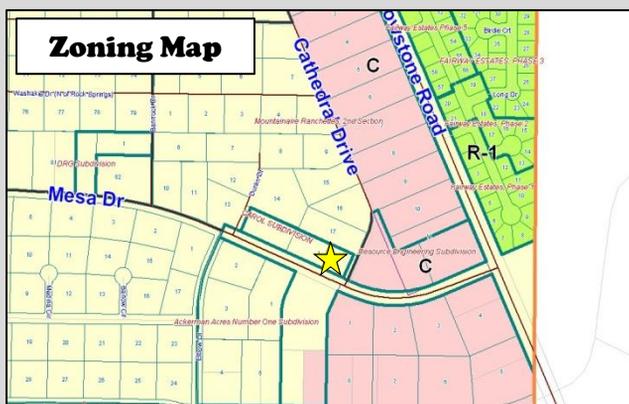
Staff Comments

This is a renewal of a Home Occupation for AAA Signs and Professional Service Appliance Repair that was originally approved in 1992 and expired in 1994. During review of the Resource Engineering Subdivision, which is adjacent to this property, it was determined that the Fritzler's needed to re-new their home occupation. There have been no complaints over the years regarding this home occupation.

P&Z Recommendation:

The Planning & Zoning Commission held a public hearing on this request on March 13, 2013, and by a vote of 5-0 recommended approval of this request subject to the following conditions:

1. The Home Occupation Permit is personal to the applicants.
2. Applicants are to comply with the terms and conditions specified in the application.
3. The Home Occupation Permit is valid for a period of 10 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.



RECOMMENDATION 13-02-ZO-02

MIKE & CAROL FRITZLER HOME OCCUPATION PERMIT, TYPE III AAA SIGNS – COMPUTERIZED VINYL DECALS AND SIGNS PROFESSIONAL SERVICE – APPLIANCE REPAIR

WHEREAS, Mike and Carol Fritzler have requested a Home Occupation Permit in accordance with Section 10 of the Sweetwater County Zoning Resolution for the operation of a computerized vinyl decal & sign business known as AAA Signs and an appliance repair business known as Professional Service. This application is to be located a parcel of land owned by Mike & Carol Fritzler and described as:

Carol Subdivision, Lot 1, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on March 13, 2013 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Home Occupations with the following conditions:

1. The Home Occupation Permit is personal to the applicants.
2. Applicants are to comply with the terms and conditions specified in the application.
3. The Home Occupation Permit is valid for a period of 10 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 13th day of March, 2013.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

James Reinard, Chairman

RESOLUTION 13-04-ZO-02

MIKE & CAROL FRITZLER HOME OCCUPATION PERMIT, TYPE III AAA SIGNS – COMPUTERIZED VINYL DECALS AND SIGNS PROFESSIONAL SERVICE – APPLIANCE REPAIR

WHEREAS, Mike and Carol Fritzler have requested a Home Occupation Permit in accordance with Section 10 of the Sweetwater County Zoning Resolution for the operation of a computerized vinyl decal & sign business known as AAA Signs and an appliance repair business known as Professional Service. This application is to be located a parcel of land owned by Mike & Carol Fritzler and described as:

Carol Subdivision, Lot 1, Sweetwater County, Wyoming.

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 2, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Home Occupation Permit is personal to the applicants.
2. Applicants are to comply with the terms and conditions specified in the application.
3. The Home Occupation Permit is valid for a period of 10 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.

Dated this 2nd day of April, 2013.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

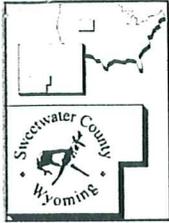
John K. Kolb, Member

Don Van Matre, Member

Attest:

Steven Dale Davis, County Clerk

Reid O. West, Member



Home Occupation Permit

Sweetwater County Land Use
 80 West Flaming Gorge Way, Suite 23
 Green River, WY 82935
 p: (307) 872-3914 / 922-5430 f: 872-3991
 landuse@sweet.wy.us

Date of Submittal: 12.20.12
 Permit Number: PZ 12-040
 Zoning: R-2
 PID: 04-1905-09-1-08-027-00
 Application Fee: \$75.00 TYPE III

Date of Hearings: PZ FEB. 13, 2013
 Approved Approved with Conditions Denied
 Date of Action: _____ Land Use Official Signature: _____

BCC MARCH 5, 2013
 Resolution _____

GENERAL INFORMATION: While Sweetwater County has not adopted and does not enforce the International Residential Code or the International Building Code, it has adopted and will inspect for the International Fire Code. It is the applicant's or landowner's responsibility to ensure that construction standards are met and buildings and structures are inspected. Please fill the application out completely; incomplete applications will be returned. Attach all required supporting documentation. Additional information may be required following review of your application and must be provided before a permit is issued.

PROPERTY INFORMATION:

County Assigned Address: 110 Mesa Dr. Rock Springs Lot Size: 1 1/4 (acres)
 Project Location: Quarter(s): NE 1/4 Section: 9 Township: 19 N Range: 105 W
 Subdivision Name: Carol Subdivision Lot: 1 Block: _____

Mike & Carol Fritzler
 Owner of Record

Applicant/Agent Name if Different from Owner **RECEIVED**

110 Mesa Dr. Rock Springs, WY
 Owner's Mailing Address

Applicant/Agent Mailing Address **JAN 23 2013**

307-362-5762
 Telephone/Email

Telephone/Email **RECEIVED**

HOME OCCUPATION AGREEMENT

- A) Name of Business: AAA Signs 1 Professional Service
- B) Type of Business: computerized vinyl decals & signs + appliance repair
- C) Hours of Operation: Variable - 12-5 Days of Operation: 5
- D) Area Occupied by Home Occupation:
 - Total square feet of first floor dwelling unit: 1390 Total square feet of basement: 1,130
 - Total square feet of garage: _____ Check one: Attached Detached
 - Total square feet used for home occupation: 260 - office
 - Describe area to be used (e.g., garage, basement, etc): garage / and separate entry
- E) Additions to Home and New Structures: none
- F) Number of Employees for Home Occupation:

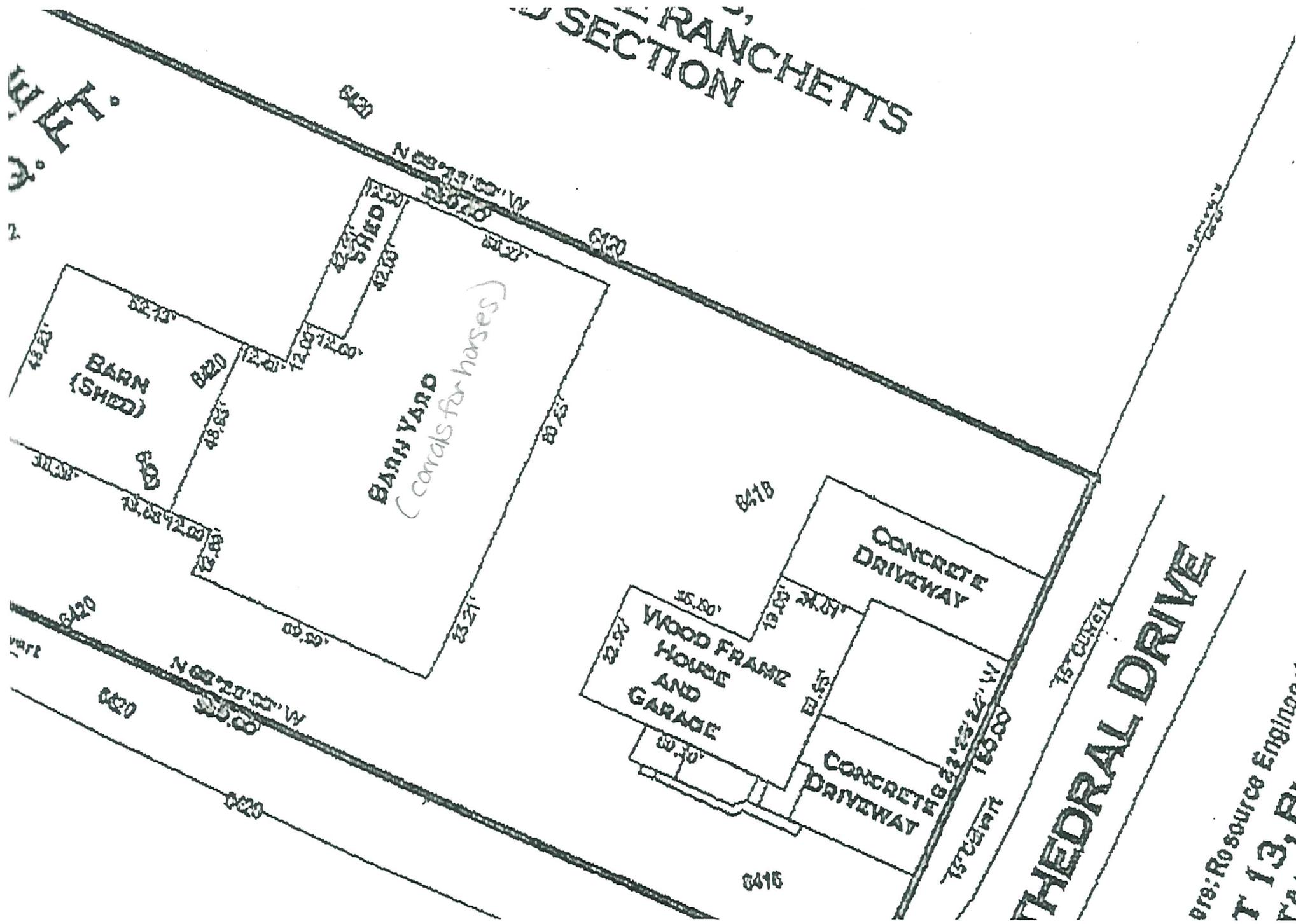
Family:	Non-Family:
Number of Full-time: <u>1</u>	Number of Full-time: _____
Number of Part-time: _____	Number of Part-time: _____

- G) Retailing (describe): no retail / custom orders for vinyl signs to be made
- H) Signage: lettering on garage door / small awning above office door



RANCHETTS SECTION

W. ET.



Prepared by Resource Engineers
T 13, P.

Public Hearing #3

Board of County Commissioners

April 2, 2013

Applicant & Property Owner

Ray & Shirley Black
225 Jade Street
Rock Springs, WY 82901

Ray & Shirley Black

Conditional Use Permit

Vehicle Impound & Storage Yard

Legal Description

88 Gookin-White Mtn Road
T19 R105 S32 SE4
04-1905-32-4-00-017-01

Current Zoning

C
(General Commercial)

Legal Requirements

Adjacent Notices Sent

January 11, 2013

Public Hearing Advertised

January 11, 2013

Sign Posted

February 11, 2013

Services

Access

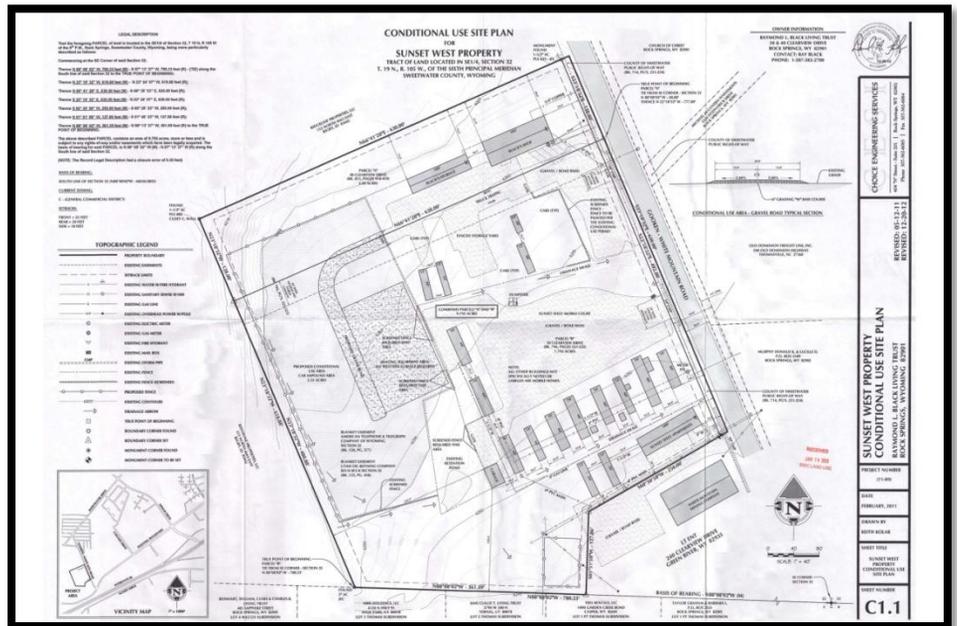
Gookin-White Mountain Rd

Water & Sewer

Clearview WSD

Land Use Presenter

Steve Horton
Planner III
(307) 872-3926



Summary of Application

This is an application for a Conditional Use Permit for Vehicle Impound & Storage Yard. The applicant states the Conditional Use Permit will be operated as follows:

- Vehicle impound and storage yard consisting of approximately 2.35 acres
- Proposed storage of 150 vehicles
- No new structures to be built
- The applicant requests a 5 year term on the Conditional Use Permit
- To be operated 7 days/week/365 days per year
- Clearview Water and Sewer District provides water & sewer services
- Fire protection provided by hydrants in Gookin-White Mtn Road
- Wrecker service haul/tow trucks will unload approx. 4 per week, and semi-tractor trailer trucks will be loaded with bailed cars approx 1-2 times per month
- Garbage disposal to be provided by dumpster on site
- No landscaping is proposed
- Existing screen fence at front to be painted and new screen fence to be constructed to the rear of the lot where bailing to take place.

Public Hearing #3

Ray & Shirley Black

Conditional Use – Impound & Storage

Public Comments

Donald & Lucille Murphy, 1901 Foothill Blvd, recommend the permit be issued.

Agency Comments

- City of Rock Springs: The City of Rock Springs does not permit a vehicle impound yard in Commercial Zone – requires I-2 Heavy Industrial with a Conditional Use in City of Rock Springs. Not compatible with the City's Ordinances. All work in accordance with adopted Ordinances and Fire Code requirements.
- SWC Emergency Management: Containment of fluids (oil, antifreeze, gas) should meet local & state requirements
- SWC Engineering: issue
- Fire District #1: No additional fire flow required with proposed use
- SWC Environmental Health: no environmental health rules apply to the project
- Questar: issue
- CIG & Wyoming Interstate Company: no concerns

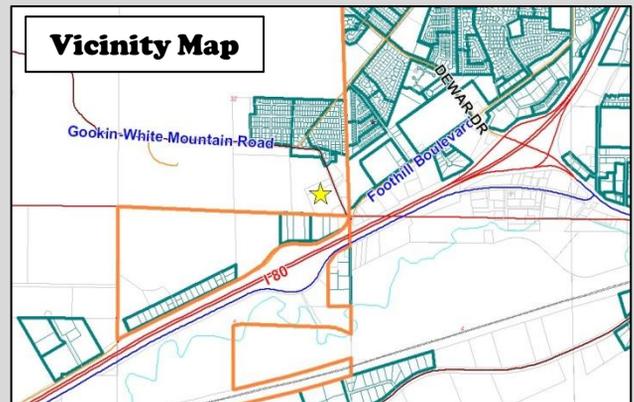
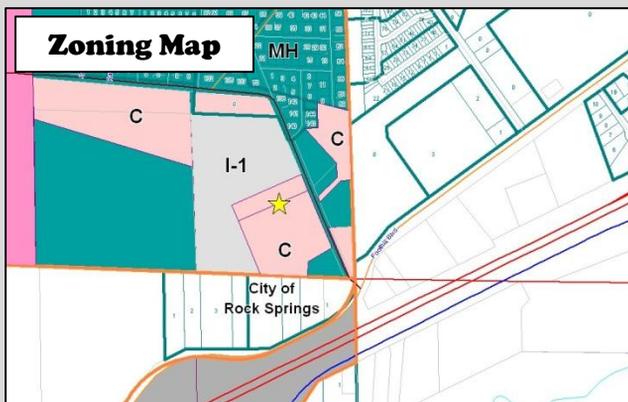
Staff Comments

This Conditional Use Permit request for Vehicle Impound & Storage Yard is for a 5 year term. The applicant is proposing to keep approximately 150 vehicles and bailing of vehicles to the rear of the lot. The proposed use will be properly screened.

Recommendations and Conditions

The Planning & Zoning Commission held a public hearing on this request on March 13, 2013, and by a vote of 5-0 recommended approval of this request subject to the following conditions:

1. The Conditional Use Permit is personal to the applicant
2. Applicant is to comply with the terms and conditions specified in the application
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.
5. **Applicant must secure a Junkyard Permit from WYDOT.**



RECOMMENDATION 13-03-ZO-03

RAYMOND L. AND SHIRLEY E. BLACK CONDITIONAL USE PERMIT IMPOUND YARD AND VEHICLE STORAGE

WHEREAS, Ray L. Black has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution for the operation of a vehicle impound and storage yard. This application is to be located a parcel of land owned by Raymond L. and Shirley E. Living Trust and described as:

*A piece, parcel or tract of land situate in the SE/4 of Section 32, Township 19 North, Range 105 West, 6th P.M., of Sweetwater County, Wyoming, more particularly described as follows, to-wit:
Beginning at the Southeast corner of said SE/4, Section 32; thence N. 88°13'37" W., a distance of 84.2 feet to a point;
thence N. 23°24'07" W., a distance of 777 feet to a point and place of beginning, being the northern most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein; thence N. 23°24'07" W., a distance of 138 feet to a point; thence S. 66°35'53" W., a distance of 630 feet to a point; thence S. 23°24'07" E., a distance of 138 feet to a point being the westerly most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein;
thence N. 66°35'53" E., a distance of 630 feet to the point and place of beginning; said tract of land containing two acres, more or less;
and A piece, parcel or tract of land located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows:
Beginning at a point on the south line of Section 32, Township 19 North, Range 105 West, North 88°13'37" West at a distance of 780.33 feet from the Southeast corner of said Section 32; thence from the point of beginning North 23°24'07" West for a distance of 480.88 feet; thence North 66°35'53" East for a distance of 630.0 feet to a point on the Westerly Right of Way Line of the County Road known as the Gookin-White Mountain Road; thence South 23°24'07" East along the westerly Right of Way Line of said County Road for a distance of 492.0 feet; thence South 60°25'23" West for a distance of 250.0 feet; thence South 1°46'23" West for a distance of 127.86 feet to a point on the South Line of said Section 32; thence North 88°13'37" West along the South Line of said Section 32 for a distance of 361.69 feet to the point of beginning.
Said parcel of land contains an area of 7.792 acres, more or less.*

WHEREAS, the Sweetwater County Planning and Zoning Commission held a public hearing in accordance with the procedural requirements of the County's Zoning Resolution on March 13, 2013 to consider the applicant's request; and,

WHEREAS, after due consideration and discussion, the Planning and Zoning Commission voted 5-0 to recommend approval of the Conditional Use with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.
5. Applicant must secure a Junkyard License from WYDOT.

NOW THEREFORE, the Sweetwater County Planning and Zoning Commission recommends that this request be APPROVED as conditioned.

Dated this 13th day of March, 2013.

Attest:

Sweetwater County
Planning and Zoning Commission

Steven Dale Davis, County Clerk

James Reinard, Chairman

RESOLUTION 13-04-ZO-03

RAYMOND L. AND SHIRLEY E. BLACK CONDITIONAL USE PERMIT IMPOUND YARD AND VEHICLE STORAGE

WHEREAS, Ray L. Black has requested a Conditional Use Permit in accordance with Section 6 of the Sweetwater County Zoning Resolution for the operation of a vehicle impound and storage yard. This application is to be located a parcel of land owned by Raymond L. and Shirley E. Living Trust and described as:

*A piece, parcel or tract of land situate in the SE/4 of Section 32, Township 19 North, Range 105 West, 6th P.M., of Sweetwater County, Wyoming, more particularly described as follows, to-wit:
Beginning at the Southeast corner of said SE/4, Section 32; thence N. 88°13'37" W., a distance of 84.2 feet to a point;
thence N. 23°24'07" W., a distance of 777 feet to a point and place of beginning, being the northern most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein; thence N. 23°24'07" W., a distance of 138 feet to a point; thence S. 66°35'53" W., a distance of 630 feet to a point; thence S. 23°24'07" E., a distance of 138 feet to a point being the westerly most corner of that tract of land heretofore sold by the Grantor herein to the Grantees herein;
thence N. 66°35'53" E., a distance of 630 feet to the point and place of beginning; said tract of land containing two acres, more or less;
and A piece, parcel or tract of land located in the Southeast Quarter of the Southeast Quarter of Section 32, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, and being more particularly described as follows:
Beginning at a point on the south line of Section 32, Township 19 North, Range 105 West, North 88°13'37" West at a distance of 780.33 feet from the Southeast corner of said Section 32; thence from the point of beginning North 23°24'07" West for a distance of 480.88 feet; thence North 66°35'53" East for a distance of 630.0 feet to a point on the Westerly Right of Way Line of the County Road known as the Gookin-White Mountain Road; thence South 23°24'07" East along the westerly Right of Way Line of said County Road for a distance of 492.0 feet; thence South 60°25'23" West for a distance of 250.0 feet; thence South 1°46'23" West for a distance of 127.86 feet to a point on the South Line of said Section 32; thence North 88°13'37" West along the South Line of said Section 32 for a distance of 361.69 feet to the point of beginning.
Said parcel of land contains an area of 7.792 acres, more or less.*

WHEREAS, the Sweetwater County Board of County Commissioners held a public hearing in regards to this matter on April 2, 2013 and has given due consideration to the recommendation of the Planning and Zoning Commission and to all the evidence and testimony presented at the hearing.

NOW THEREFORE BE IT RESOLVED, that the applicant's request be APPROVED with the following conditions:

1. The Conditional Use Permit is personal to the applicant.
2. Applicant is to comply with the terms and conditions specified in the application.
3. The Conditional Use Permit is valid for a period of 5 years from the date of Board of County Commissioner approval.
4. Applicant must meet all applicable Federal, State and Local regulations.
5. Applicant must secure a Junkyard License from WYDOT.

Dated this 2nd day of April, 2013.

Sweetwater County
Board of County Commissioners

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Attest:

Don Van Matre, Member

Steven Dale Davis, County Clerk

Reid O. West, Member



Sweetwater County, Wyoming Conditional Use Permit Application

Sweetwater County Community Development
80 West Flaming Gorge Way, Suite 23
Green River, WY 82935
p: (307) 872-3914 / 922-5430 f: 872-3991
Application Fee: \$150.00

Date of Submittal: 02-11-11
Permit Number: _____
Present Zoning: C
PID: 04-1905-32-4-00-017-01
Overlay: _____

Applicant/Owner Information (Please Print Legibly)

Applicant (required):
(Person legally responsible for construction & operation)

Name: Ray L. Black
Mailing Address: 225 Jade Street
Rock Springs, WY 82901
Phone Number: 382-2700 or 350-6316
E-Mail (optional): _____
Relationship to owner: Owner

Owner of Record (required):

Name: Ray L. Black
Mailing Address: 225 Jade Street
Rock Springs, WY 82901
Phone Number: 382-2700
E-Mail (optional): _____

Agent Information:
(Written authority to legally act on behalf of the Applicant/Owner)

Name: _____
Mailing Address: _____
Phone: _____
E-Mail (optional): _____

Engineer / Architect / Surveyor / Contractor:

Name: Choice Engineering Services, Inc.
Mailing Address: 404 N. Street, Suite 201
Rock Springs, WY 82901
Phone: 362-6065
E-Mail (optional): _____

Note: Provide proof of ownership if you acquired the property within the last year. Applications not signed by the person (or by an authorized agent on behalf of the entity) identified as the owner by the Sweetwater County Assessor's Office will be returned.

Property Description

Subdivision: _____ Lot: _____ Block: _____
Legal Description: Quarter: SE1/4 Section: 32 Township: 19N Range: 105W
Property Identification Number: 04 - 1 9 0 5 - 3 2 - 4 - 0 0 - 0 1 7 - 0 1 (found on tax assessment notice)

Name of Public Street(s) or Highway(s) Abutting Property: Gookin- White Mountain Road
Every Zone Lot must have frontage on a public street or highway. This means that a boundary line of the property (called the "Front Line") must parallel and abut the right of way line of a street or highway dedicated to or otherwise legally established for public use. Contact the County Engineer at (307) 872-3920 if you need to establish frontage.

Access Permit: **County Road:** If utilizing county roads to access your property, obtain required access permits from the Sweetwater County Engineering Department - (307) 872-3920.
State Highway: If utilizing state or Federal highways to access your property, obtain required access permits from the Wyoming Highway Department - (307) 352-3000.

County Assigned Street Address: 88 Gookin White Mountain Road

FEB 11 2011

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SWC LAND USE

RECEIVED

Instructions

Prior to completing your application, it is strongly recommended that you schedule and attend a pre-application meeting with Sweetwater County Engineering and Community Development.

Fill out completely. Attach all required supporting documentation. Incomplete and/or illegible applications will be returned. As a condition of approval of your Conditional Use Permit, you must obtain all necessary County Health, County Engineering and County Zoning Permits (septic permit, address & access permits, construction, use etc.) before you can establish the use of your property or commence construction. Additional information may be required following review of your application by the staff for following public hearings before the Planning and Zoning Commission or the Board of County Commissioners. Such additional information must be provided before your application is approved or forwarded to the next level of review. By act of submittal the applicant certifies that information submitted is true, accurate and complete and authorizes the county to rely on the veracity of such information and certification.

To complete your application, the following checked items must be included with this application:

- Check made payable to Sweetwater County in the amount of \$100.00 plus \$35/\$50 Construction/Use Permit.
- Site Plan (see Site Plan Checklist for directions).
- Boundary Survey and Improvement Location Certificate by licensed surveyor.
- Hazardous Materials Inventory (form attached).
- Grading and drainage plan prepared by a Wyoming Licensed Engineer (an approved contour map may be required).
- Proof of access (driveway) onto a county road. Provide copy of county access permit. Contact County Engineer at (307) 872-3920 if you need to obtain an access permit onto a county road.
- Copy of Wyoming Department of Transportation access permit, required for property access (driveway) off of a state highway. Contact WYDOT District Office for information - (307) 352-3000.
- Proof of ownership of the property or proof of owners consent to development.
- Proof of connection to public sewer and/or water system or copy of County Septic Permit or private system permit.
- Sweetwater County Construction/Use Permit application to permit the construction of all structures.
- Plans and Elevations of Proposed Structures.
- Structural Blueprints.
- Soil Tests and Engineer approved foundation designs.
- Engineer approved public right-of-way and road construction plans.
- Animal, Waste, Erosion and Site Management Plan.
- Hillside Management Plan.
- Scenic Overlay application
- Highway Overlay application.
- Slope Overlay application.
- Other: _____

Current and Proposed Structures and Use Information

Briefly answer the following questions:

What listed conditional use are you applying for (see Zoning Resolution)? Provide a detailed narrative describing your proposed conditional use and development. Use additional paper if necessary.
Vehicle Impound and storage yard consisting of approximately 2.35 Acres.

What new structures do you propose to build and describe the proposed uses within those structures? Describe (include construction type, foundation type and dimensions for each structure). Use additional paper if necessary.

No new structures

Duration of Use and Hours of Operation

Duration of Use: How long do you proposed to operate your conditional use. How long a time frame for the operation of your proposed conditional use are you requesting?

Five (5) years

Hours of Operation: What are your proposed portions of the year, days of the week and hours of operation:

All year, 7 days per week , Sunday thru Saturday, 8am-5pm.

Water, Sewer and Fire Protection Information

Water Supply: Describe your source and supply of water. Provide state permit numbers for wells or surface water appropriations. If within a public water district service area, then please provide proof that you have secured a service connection (water tap) for the property.

Clearview Service and Improvement District

Sewage Disposal: Describe your method of sewage disposal. Provide County Health Department permit numbers for septic or other private systems. If within a public sewer district service area, provide proof that you have secured a service connection (sewer tap) for the property. For septic or other private permits contact the County Health Department at (307) 872-3930.

Clearview Service and Improvement District. Outlets to City of Rock Springs system and waste water plant.

Fire Protection. All developments shall comply with the International Fire Code. How do you plan to provide fire protection to your development? Describe your water source for fire protection. If you have questions concerning fire protection, please contact the County Code Enforcement Specialist at 307-872-3920. There is 3 existing fire hydrants located along the East side of the property along Gookin White Mountain Road that provide fire protection for this site - See Site Plan.

Parking, Loading and Vehicles

Vehicles: Describe the vehicles associated with your existing and proposed use. Include a description of the number, type, frequency of daily trips, and where stored. Show on site plan. Vehicles stored as shown on site plan- all types, on avg. vehicles are brought in and out at a rate of approx. 4 per week

Parking: Describe how many parking spaces your proposed use will require, (contact the County Engineer) and estimate how many of these will be for customers and how many will be for employees. With what material (asphalt, concrete or gravel) do you propose to surface your parking spaces? Show parking spaces on site plan. 2 for customers and 3 for employees. See Site Plan

Loading Areas: Describe the types of vehicles that will be involved in loading and unloading materials on your property. Explain what they will be picking-up or delivering and the frequency and hours of this activity. Show on site plan. Identify the number, size, and location of loading spaces required (contact County Engineer) on your site plan. Wrecker service haul/tow trucks will unload vehicles approx. 4 per week
Semi-Tractor trailer trucks will be loaded with bailed cars approx. 1- 2 times per month

Access Plan to Property: If heavy truck or vehicle traffic needs to access your proposed development through or adjacent to residential areas, please describe and show on your site your plans for mitigating traffic and safety concerns through these residential areas. No residential areas nearby.

Health and Safety Issues

Combustible/Flammable/Hazardous/Explosive/Radioactive: Fuels, Wastes and Materials: For these materials describe the type, quantity, location and manner of storage, and emergency mitigation plan. Blueprints of storage facility must be submitted including dimensions and setbacks. For hazardous materials, file a Hazardous Materials Inventory Form or show proof that you report under separate regulations (Tier III or other). For more information contact Judy Valentine, Sweetwater County Emergency Management Coordinator at (307) 922-5370. (Use additional paper if necessary.) None

Waste/Garbage Disposal: Describe the type and quantity of wastes that will be generated by your proposed use and how you propose to dispose of these wastes. Explain how frequently wastes will be to be disposed of and how stored until disposed. Provide plan and use additional paper if necessary.
[Existing large dumpster will be used to dispose of all waste - See Site Plan](#)
[Wyoming Waste Systems empty container twice per week.](#)

Outside Work: Describe any outside or exterior work that may occur on your premises. What type of external effects (off premises) will this outside work have? Show on site plan.
[Bailing of vehicles and storage of vehicles as shown on site plan. This activity will not affect off site premises.](#)

Noise, Lights, Odors, Glare, Emissions etc: Describe any noise, lights, odors, glare, emissions or other external affects (off premises) that will be produced by your proposed use. Explain how you will mitigate these issues and potential nuisances.
[None](#)

Flood Plain/Wetland: Is your property located in a flood plain? If yes, see disclaimer provided as a part of this application.
[No](#)

Drainage: Describe how surface runoff will drain from your property. Show direction of drainage on site plan. For Commercial and Industrial Uses an Engineer Certified drainage plan will be required.
[See Attached Drainage Plan and Report](#)

Hillside Protection: Is your property within the Growth Management Area? Does your property contain land areas with slopes 15% or greater? If so, Sweetwater County's Supplement Slope Regulations apply. (Show areas on site plan.) Will your proposed development disturb or affect these slope areas? (Show areas on site plan.) If yes, explain how you plan to mitigate potential erosion, runoff, fire hazard, slope stability, air quality, drainage or other problems that may result from the utilization of or affect upon these hillsides. A Certified Hillside Management Plan and/or Wyoming Licensed Engineered is required in preparing your site and access plans.
[Yes this property is within the Growth Management Areas but does not contain slopes greater than 15%. See Site Plan.](#)

Dust and Erosion Control Plan: Describe in detail your plans stabilize your site in order to control blowing dust and runoff from your property. Explain what erosion and dust control measures you plan to take. Describe any structures you plan to build to control manure or other runoff. On your site plan show over lot drainage and how enters on to neighbors property.
[See attached dust and erosion control plan.](#)

Aesthetic Consideration

Sweetwater County encourages development in a manner that maintains or improves the quality of aesthetic appearances of our communities. Listed below are some suggested site plan elements that will enhance development. These are often considered by the Planning and Zoning Commission and the Board of Commissioners. The developer is encouraged to address the following items in their project and to implement their own ideas to improve aesthetics:

Landscaping: Describe how you plan to landscape and maintain any proposed landscaping. Show landscaping on site plan.

[None](#)

Lighting: Describe your plans for exterior lighting. To avoid glare, the County encourages down focused sodium vapor lighting. At least one exterior light is recommended for security purposes. Show location of lighting on site plan.

[None](#)

Building Style: Describe the type, construction and exterior finish of your proposed structure. Structures which are well built and aesthetically pleasing are encouraged. Earth tone exterior finishes blend in well. Attach sketches or architectural plans for your building:

[None](#)

Signs: Describe the nature and location of signs you will have on your property. Consider how these will enhance your business and the entrances to our communities.

[None](#)

Outside Storage: Please describe the materials or equipment that will be in exterior storage on your property. How do you plan to screen these items from view? Show the locations of exterior storage areas on your site plan.

[See Site Plan for storage and equipment areas. See Site Plan for existing and proposed fence including screening.](#)

Screening/Fencing: Describe your plans for screening exterior storage. Include in your description the materials you plan to construct the screen out of, the color of the screening, the height of the screening and how you plan to maintain the screening. Attach separate screening plans. Show areas to be screened on site plan.

[Shown on Site Plan](#)

Scenic and Highway Frontage Areas: Describe in detail your plans for developing within areas that have these special values. How will you make your development blend in with environmentally sensitive areas? Visually describe your plans by attaching colored plans and drawings. Provide detail on site plan.

[N/A](#)

Growth Management Area: Agriculture Supplemental Regulations

If you plan to establish animals for commercial or private use on Agriculturally zoned land within the Growth Management Area, please answer the following questions:

Conditional Use Permit Overlay for Animals for Private Use on Agriculturally zoned land within the Growth Management Area: If you plan to establish animals for private use please check one of the following that applies to the location of your parcel:

- Agriculturally zoned land within 1/4 mile of a CRS, B, C, I-1, R-1, R-3, or MH zoning district.
- Agriculturally zoned land one mile from the boundaries of an incorporated city.
- Agriculturally zoned land outside of one of the above areas. If you check this box, a Conditional Use Permit is not needed.

Conditional Use Permit Overlay for Animals for Commercial Purposes on Agriculturally zoned land within the Growth Management Area. If you are planning to establish animals for commercial purposes on agriculturally zoned land within the Growth Management Area. Please describe your proposed Commercial Use below. Such commercial use could include corrals for profit or gain, boarding or keeping of animals, kennels and etc. Commercial Feeding Operations require a zone change.

N/A

Proposed Animal Use: Describe proposed animal use. Include the numbers, types of animals, projected litter sizes and the time frames of animal use and occupation. Show animal use areas on site plan.

N/A

Animal Waste Management: Describe your plans for disposing of solid and liquid animal wastes. Detail your plans for properly managing odors and blowing waste dust and debris. Show on your site plan waste disposal areas and associated diking or other control structures or plans to control the offsite affects of animal wastes. A certified nutrient management plan may be required.

N/A

Animals Feeding Plan: Describe feed and hay storage, feeding operation and plan for minimizing dust and debris resulting from such activities:

N/A

Animal Mortality Plan: Describe your plan for removing dead animals associated with your operation:

N/A

Site Plan Requirements Checklist

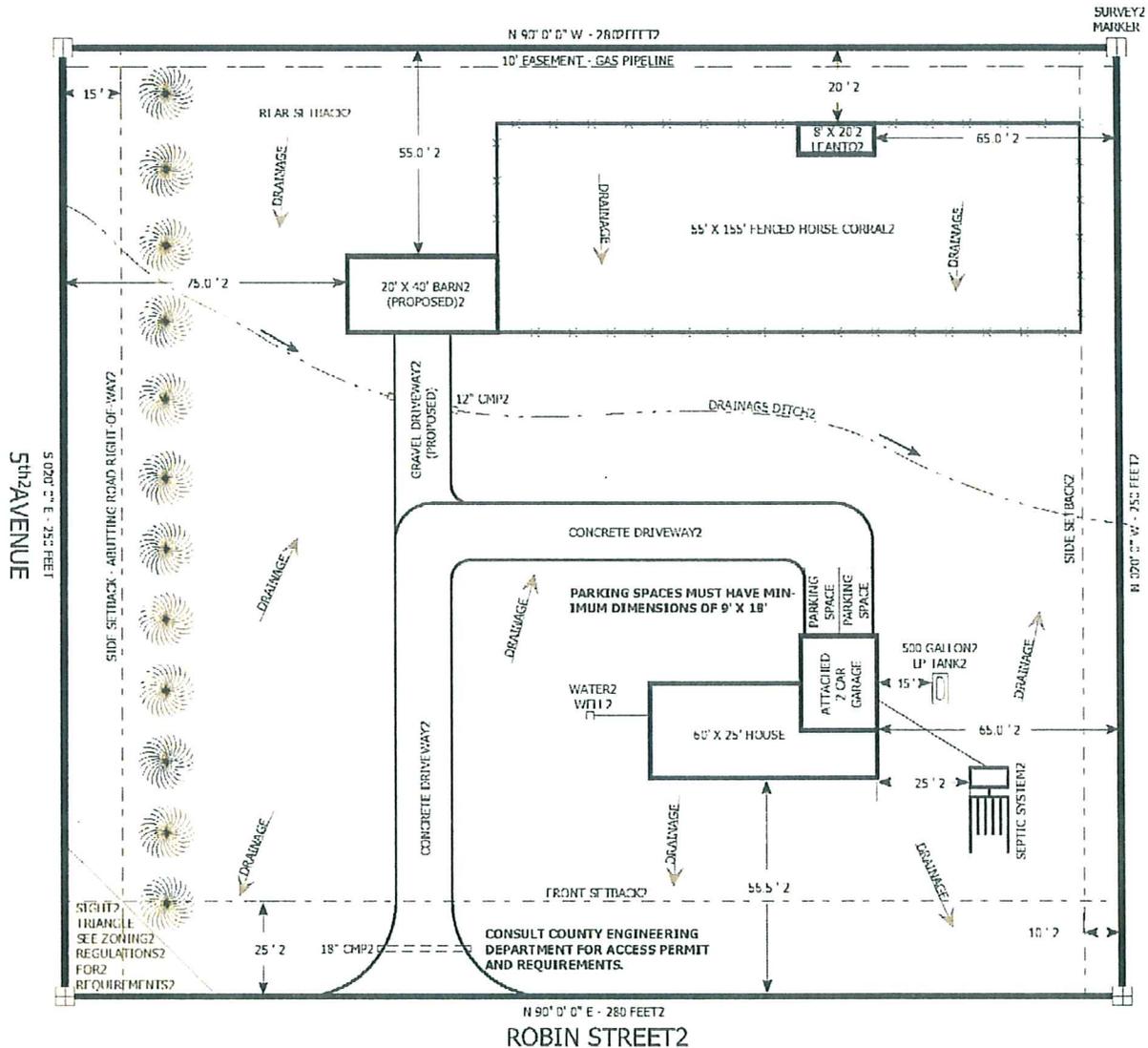
Instructions: Your site plan must be based on legally established lot corners that have been permanently marked and identified in the field. The site plan should be neat and legibly drawn to scale on paper of an appropriate size and type (graph paper may be used). You certify, by submittal, that the site plan you prepared is true, accurate and complete and you authorize the County to rely upon such certification.

The following items must be shown on your site plan:

- Map Components:** North arrow and scale of drawing. Scale must be measurable and clearly depict the proposed and existing uses and all of the requirements of this Site Plan Checklist.
- Survey:** Location and type of surveyed and set property corners. (Have lot surveyed if surveyor set and permanently marked property corners cannot be located.)
- Lot:** Lot lines and lot dimensions (show distances between corners).
- Structures:** Existing and proposed structures (show dimensions of each structure, use of each structure, setbacks from property lines, and distance between structures).
- Parking:** Off street parking areas showing dimensions and type of surfacing (minimum size per off street parking space is 9' wide by 18' long).
NOTE: Off street parking is required in all zoning districts. The number of spaces required depends on the nature of your use. Refer to your zoning district regulations to determine the number of spaces you need to provide.
- Access:** Location of access area(s) onto public street(s) (show dimensions, type of surface and the location, type and size of any culverts).
- Easements:** Type, location and dimensions of all easements or right-of ways, i.e. natural gas pipelines, water transmission lines, electrical lines, etc.
- Fuels:** Propane and fuel storage tanks (show type of fuel, type of container, storage capacity and distances to lot lines and structures).
- Public Water and Sewer:** Location of public water and sewer lines.
- Wells:** Location of any water well or cistern.
- Sewage:** Location of any septic tank, septic leach field, and/or other private wastewater treatment system with distances to structures and lot lines shown.
- Corrals:** Location and dimensions of any existing or proposed corrals, stalls or arenas.
- Slopes:** Areas with slopes of ten percent (10%) or greater.
- Drainage:** Drainage flow on and across your property indicated by arrows.
 - Natural/Historic Flow
 - Modified Flow
- Site Triangles:** Clear vision area – for corner lots (see district regulations).
- Utility Plan:** Water, Sewer, Gas, Cable, etc. line locations and easements.

SAMPLE CONDITIONAL USE SITE PLAN

ELEMENTS ON SITE PLAN WILL VARY BY TYPE OF CONDITIONAL USE



All Site Plans Should Include

Map Components North Arrow Drawing Scale	Lot Lines Dimensions Bearings	Access Location Dimensions Surface Culverts	Sewer Public Septic System
Property Corners Location Type (Set, Found)	Structures Existing Locations Proposed Locations Setbacks Dimensions	Water Source Public Well	Easements Type Location Dimensions

Scale
1" = 40'

IMPORTANT NOTICES

WETLANDS NOTICE The U.S. Army Corps of Engineers has strict regulations regarding wetlands use and development. What the Corps considers a "wetland" may not be easily recognized as such. Sweetwater County DOES NOT administer any federal wetlands policies or programs. Sweetwater County DOES NOT require any federal wetland permits or approvals when considering your proposed land use. Issuance of a permit DOES NOT indicate that you are in compliance with the Corps' regulations. YOU ARE RESPONSIBLE for identifying wetlands and complying with all applicable regulations. Contact the Corps' Wyoming Regulatory Office in Cheyenne at (307) 772-2300, 2232 Del Range Blvd., Suite 210, Cheyenne, Wyoming 82009.

FLOOD PLAIN INSURANCE Sweetwater County DOES NOT participate in the Federal Flood Insurance Program. National Flood Insurance is not available. In the event of a flood and damage to your property, federal financial aid may not be available. Consult your private insurance carrier. Sweetwater County DOES NOT identify or catalog flood plains or areas prone to flooding. Sweetwater County discourages development in a flood plain as a matter of common sense; but does not prohibit it and your permit will not be denied simply because you may be building in a flood plain. YOU ARE RESPONSIBLE AND LIABLE for the natural consequences of building in a flood plain or an area prone to flooding.

STATE FIRE CODE REQUIREMENTS Wyoming Statute §35-9-108 requires that new construction or remodeling plans for all publicly owned buildings or buildings that are regularly frequented by the public (such as child care centers, night clubs, restaurants, bars, lodge halls, theaters, churches, meeting halls, etc.) be reviewed and approved by the State Fire Marshall (Wyoming Department of Fire Prevention and Electrical Safety, (307) 777-7288, Herschler Buildings, 1st Floor West, Cheyenne, Wyoming 82002). YOU ARE RESPONSIBLE for determining the need for review of your plans by the State Fire Marshall. If your plans are subject to review then submit two (2) complete sets of construction plans to the Sweetwater County Code Enforcement Specialist at 80 Flaming Gorge Way, Suite 23, Green River, WY 82935 (307) 872-3920. The Code Enforcement Specialist will coordinate with the State Fire Marshall's office. YOU ARE RESPONSIBLE for complying with state laws and regulations. Issuance of a County permit does not waive the state review and approval requirement nor does it indicate that you are in compliance with state codes and regulations. If the State Fire Marshall requires changes to a county approved site plan or permit, a revised application and site plan must be submitted to the County.

Applicant Certification

The undersigned hereby certifies and acknowledges that they:

- Are responsible for identifying and complying with all applicable federal, state and local regulations concerning the use of and/or construction upon their property.
- Received a copy of the applicable zoning district regulations; have read and understand them; and, will abide by them.
- Provided information that is true, accurate and complete with the intent that the County rely upon such information.
- Accurately identified the legal boundaries of their property.
- Actually located in the ground from a previous survey, or had surveyed and set in the field, permanently and properly marked and monumented lot corners.
- Provided a true, accurate and complete site plan based on legal boundaries and actual lot corners.
- Have an unencumbered legal right to possess, use and occupy the subject property in the manner proposed.
- Grant Sweetwater County, its agents and employees, the right of ingress and egress to their property as reasonably necessary to process this application and to determine compliance with county regulations or conditions of this permit once it is granted.
- Will comply with Conditional Use Permit Conditions as set by the Board of County Commissioners.

 _____ Signature of Applicant (Required)	2-9-11 _____ Date	 _____ Signature of Land Owner of Record (Required)	2-9-11 _____ Date
---	-------------------------	---	-------------------------

Ray L. Black

Print Name

Ray L. Black

Print Name

Signature of Agent

Date

Print Name

NOTE:

Applicant = Person legally responsible for construction & operation
Agent = Attach written legal authority to act on behalf of the applicant/owner.
Land Owner of Record = In cases where a signature is hard to obtain, a copy of Lease granting permission for project may substitute for signature.

Conditional Use Permit Action

This permit was **issued** by the Board of County Commissioners following public hearing review of the application. The terms and conditions of this permit have been established by the Sweetwater County Zoning Resolution and the Board of County Commissioner's Resolution. When determining compliance, the truth and accuracy of the information submitted by the applicant is presumed and such information is relied upon.

Resolution # _____ Resolution Date _____

Conditions of Approval: See Board Resolution.

This permit was **denied** by the Board of County Commissioners. Denial of a Conditional Use Permit Application constitutes a determination that the proposed Conditional Use does/do not comply with the provisions of the Sweetwater County Zoning Resolution. Please feel free to contact the Community Development Division for further information.

Resolution # _____ Resolution Date _____

Reasons for Denial: See Board Resolution.

LEGAL DESCRIPTION

That the foregoing PARCEL of land is located in the SE1/4 of Section 32, T 19 N, R 105 W of the 6th P.M., Rock Springs, Sweetwater County, Wyoming, being more particularly described as follows:

Commencing at the SE Corner of said Section 32;

Thence N 88° 08' 02" W, 780.33 feet (M) - N 87° 13' 37" W, 780.33 feet (R) - (TIE) along the South line of said Section 32 to the TRUE POINT OF BEGINNING;

Thence N 23° 18' 32" W, 618.88 feet (M) - N 23° 24' 07" W, 618.88 feet (R);

Thence N 66° 41' 28" E, 630.00 feet (M) - N 66° 35' 53" E, 630.00 feet (R);

Thence S 23° 18' 32" E, 630.00 feet (M) - N 23° 24' 07" E, 630.00 feet (R);

Thence S 60° 30' 58" W, 250.00 feet (M) - S 60° 25' 23" W, 250.00 feet (R);

Thence S 01° 51' 58" W, 127.86 feet (M) - S 01° 46' 23" W, 127.86 feet (R);

Thence N 88° 08' 02" W, 361.39 feet (M) - N 88° 13' 37" W, 361.69 feet (R) to the TRUE POINT OF BEGINNING;

The above described PARCEL contains an area of 9.792 acres, more or less and is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said PARCEL is N 88° 08' 02" W (M) - N 87° 13' 37" W (R) along the South line of said Section 32.

(NOTE: The Record Legal Description had a closure error of 0.30 feet)

BASIS OF BEARING:

SOUTH LINE OF SECTION 32 (N88°08'02"W - MEASURED)

CURRENT ZONING:

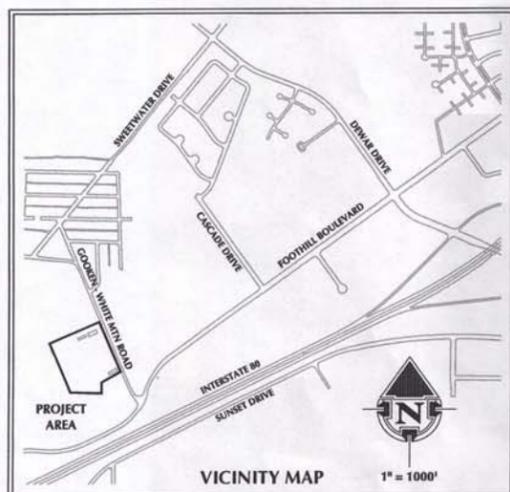
C - (GENERAL COMMERCIAL DISTRICT)

SETBACKS:

FRONT = 25 FEET
REAR = 20 FEET
SIDE = 10 FEET

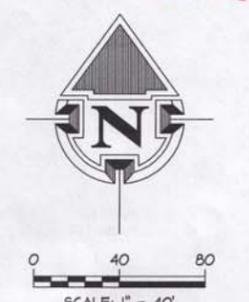
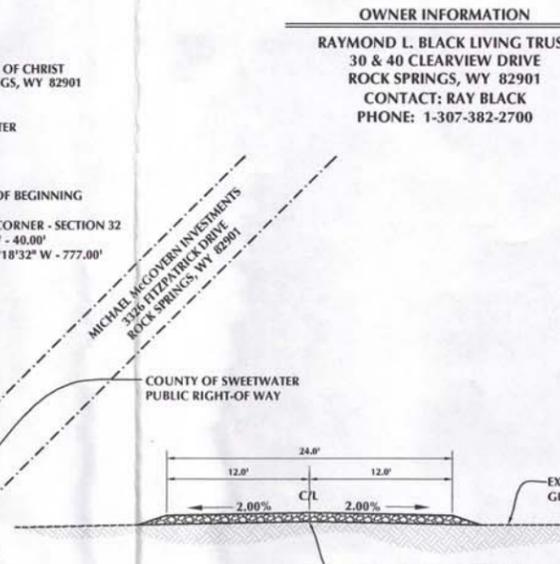
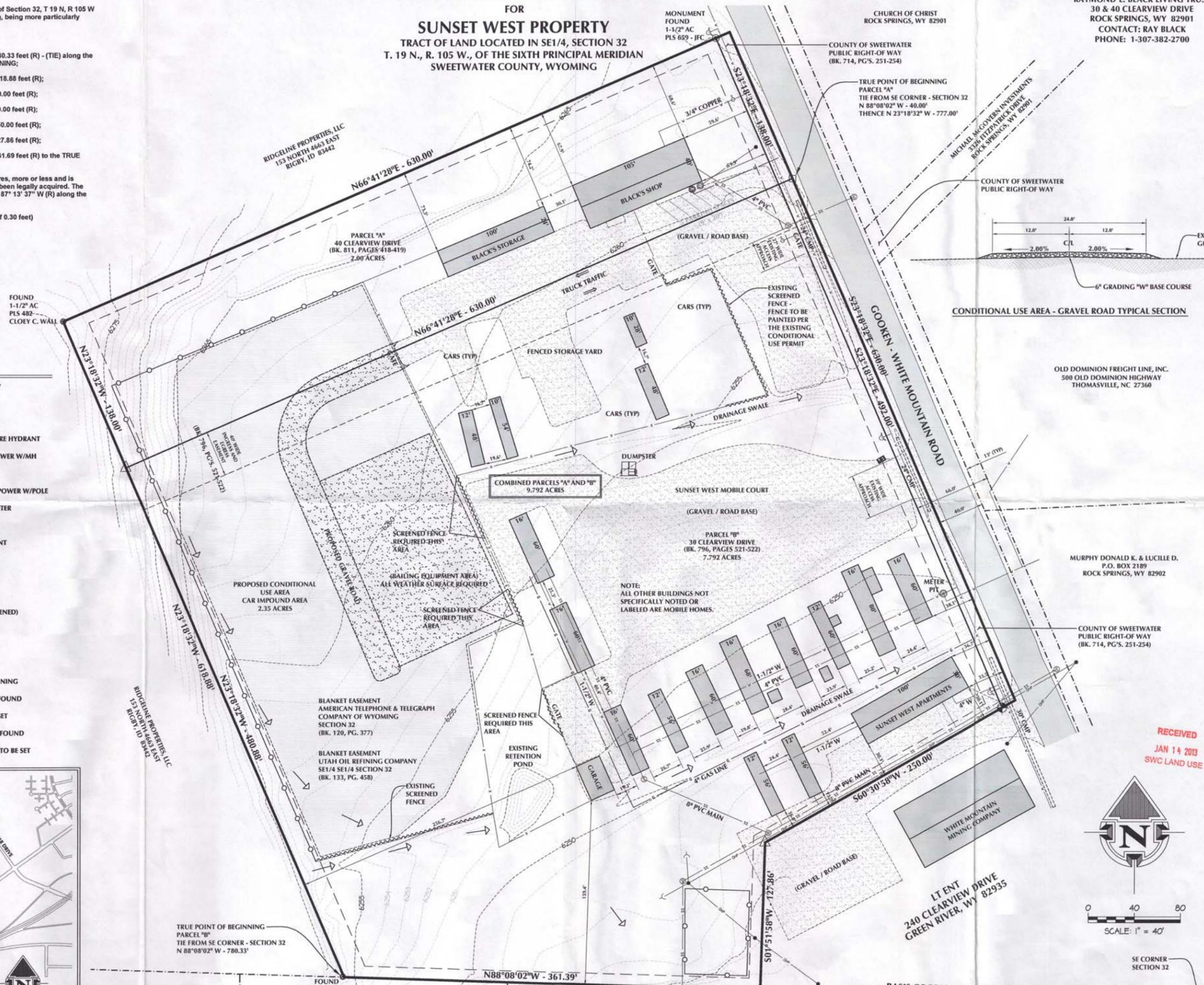
TOPOGRAPHIC LEGEND

	PROPERTY BOUNDARY
	EXISTING EASEMENTS
	SETBACK LIMITS
	EXISTING WATER W/FIRE HYDRANT
	EXISTING SANITARY SEWER W/MH
	EXISTING GAS LINE
	EXISTING OVERHEAD POWER W/POLE
	EXISTING ELECTRIC METER
	EXISTING GAS METER
	EXISTING FIRE HYDRANT
	EXISTING MAIL BOX
	EXISTING STORM PIPE
	EXISTING FENCE
	EXISTING FENCE (SCREENED)
	PROPOSED FENCE
	EXISTING CONTOURS
	DRAINAGE ARROW
	TRUE POINT OF BEGINNING
	BOUNDARY CORNER FOUND
	BOUNDARY CORNER SET
	MONUMENT CORNER FOUND
	MONUMENT CORNER TO BE SET



CONDITIONAL USE SITE PLAN

FOR
SUNSET WEST PROPERTY
TRACT OF LAND LOCATED IN SE1/4, SECTION 32
T. 19 N., R. 105 W., OF THE SIXTH PRINCIPAL MERIDIAN
SWEETWATER COUNTY, WYOMING



OWNER INFORMATION
RAYMOND L. BLACK LIVING TRUST
30 & 40 CLEARVIEW DRIVE
ROCK SPRINGS, WY 82901
CONTACT: RAY BLACK
PHONE: 1-307-382-2700



CHOICE ENGINEERING SERVICES
404 N Street - Suite 201 | Rock Springs, WY 82901
Phone 307-362-6065 | Fax 307-362-6064

**SUNSET WEST PROPERTY
CONDITIONAL USE SITE PLAN**
RAYMOND L. BLACK LIVING TRUST
ROCK SPRINGS, WYOMING 82901

PROJECT NUMBER
(11-09)
DATE
FEBRUARY, 2011
DRAWN BY
KEITH KOLAR
SHEET TITLE
SUNSET WEST PROPERTY
CONDITIONAL USE
SITE PLAN
SHEET NUMBER

C1.1

REVISED: 05-12-11
REVISED: 12-20-12

RECEIVED
JAN 14 2013
SWC LAND USE

REINHART, WILLIAM, CLARA & CHARLES B. LIVING TRUST
405 SAPHIRE STREET
ROCK SPRINGS, WY 82901
LOT 4 WILCOX SUBDIVISION

MBR HOLDINGS, LLC
4120 N HWY 91
HYDE PARK, UT 84318
LOT 3 THOMAS SUBDIVISION

SIMS CLAUD T. LIVING TRUST
3790 W 500 N
VERNAL, UT 84078
LOT 2 THOMAS SUBDIVISION

TRES RENTALS, LLC
1490 GARDEN CREEK ROAD
CASPER, WY 82601
LOT 1 PT THOMAS SUBDIVISION

TAYLOR GRAHAM & BARBARA L.
P.O. BOX 2655
ROCK SPRINGS, WY 82901
LOT 1 PT THOMAS SUBDIVISION